

# **BELLSOUTH® / CLEC Agreement**

## ***Customer Name: NationNET Communications Corporation***

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**Interconnection Agreement**  
**Between**  
**BellSouth Telecommunications, Inc.**  
**and**  
**NationNET Communications Corporation**

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## **AGREEMENT GENERAL TERMS AND CONDITIONS**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and NationNET Communications Corporation (NationNET), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or NationNET or both as a “Party” or “Parties.”

### **W I T N E S S E T H**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, NationNET is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Kentucky, and South Carolina; and

**WHEREAS**, pursuant to Sections 251 and 252 of the Act; NationNET wishes to purchase certain services from BellSouth; and

**WHEREAS**, Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

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

### **Definitions**

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

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

## **1 CLEC Certification**

- 1.1 NationNET agrees to provide BellSouth in writing NationNET's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent NationNET is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, NationNET may not purchase services hereunder in that state. NationNET will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, NationNET may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
- 1.3 Should NationNET's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state. NationNET shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

## **2 Term of the Agreement**

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the states of Alabama, Kentucky, and

South Carolina. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to NationNET pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.
- 2.5 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.
- 2.6 If, at any time during the term of this Agreement, BellSouth is unable to contact NationNET pursuant to the Notices provision hereof or any other contact information provided by NationNET under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to NationNET pursuant to the Notices section hereof.

### **3 Nondiscriminatory Access**

When NationNET purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element

provided by BellSouth to NationNET shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of NationNET shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by NationNET.

#### **4 Court Ordered Requests for Call Detail Records and Other Subscriber Information**

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for NationNET, BellSouth shall 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 NationNET End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for NationNET End Users for the same length of time it maintains such information for its own End Users.
- 4.2 Subpoenas Directed to NationNET. Where BellSouth is providing to NationNET Telecommunications Services for resale, then NationNET agrees that in those cases where NationNET receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NationNET End Users, and where NationNET does not have the requested information, NationNET will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

#### **5 Liability and Indemnification**

- 5.1 NationNET Liability. In the event that NationNET consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using NationNET's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of NationNET under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to NationNET for any act or omission of another Telecommunications company providing any services to NationNET.



- 5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to NationNET pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to NationNET pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users 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 the End User 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, except to the extent caused by BellSouth's gross negligence or willful misconduct, 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.
- 5.3.2 Neither BellSouth nor NationNET shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 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.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any

facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

5.5 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.

## **6 Intellectual Property Rights and Indemnification**

6.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

### 6.3 Intellectual Property Remedies

6.3.1 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 in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the 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, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

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

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

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 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.

6.3.4 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.

6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

## **7 Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and NationNET, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this

matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## **8 Resolution of Disputes**

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

## **9 Taxes**

- 9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. 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.
- 9.2.1 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.

- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. 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.
- 9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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.
- 9.3.5 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.
- 9.3.6 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.

- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.  
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.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown 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.
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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.
- 9.4.5 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 attorneys' 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.
- 9.4.6 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.

- 9.5 **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.

## 10 **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 NationNET, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## 11 **Adoption of Agreements**

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to NationNET any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

## 12 **Modification of Agreement**

- 12.1 If NationNET changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of NationNET to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 12.1.1 In the event that NationNET desires to transfer any services hereunder to another provider of Telecommunications Service, or NationNET desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.
- 12.2 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.



- 12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of NationNET or BellSouth to perform any material terms of this Agreement, NationNET 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 forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

### **13 Non-waiver of Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

### **14 Indivisibility**

Subject to Section 11 (Adoption of Agreements) and Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

### **15 Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate

such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

## **16 Non-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 performance of any and all of the provisions of this Agreement.

## **17 Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, 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.

## **18 Assignments**

Any assignment by either Party to any 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. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that NationNET is entitled to provide Telecommunications Service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. 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 or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, NationNET shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) NationNET pays all bills, past due and current, under this Agreement, or (2) NationNET's assignee expressly assumes liability for payment of such bills.

## **19 Notices**

- 19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

**NationNET Communications Corporation**

James E. Hooper  
8461 Willow Creek Drive  
Suite H  
Frisco, TX 75034  
jhooper08@comcast.net

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

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

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

**20 Rule of Construction**

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

**21 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.

**22 Multiple Counterparts**

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

**23 Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, NationNET shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by NationNET. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as NationNET is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**24 Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

**25 Necessary Approvals**

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**26 Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

**27. Rates**

27.1 NationNET shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill NationNET for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.2 To the extent NationNET requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

## **28 Rate True-Up**

28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.

28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and NationNET specifically or upon all carriers generally, such as a generic cost proceeding.

## **29 Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## **30 Entire Agreement**

30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible

agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and NationNET acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

30.2 This Agreement includes Attachments with provisions for the following:

Resale  
Network Elements and Other Services  
Network Interconnection  
Collocation  
Access to Numbers and Number Portability  
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair  
Billing  
Rights-of-Way, Conduits and Pole Attachments  
Performance Measurements  
BellSouth Disaster Recovery Plan  
Bona Fide Request/New Business Request Process

30.3 The following services are included as options for purchase by NationNET pursuant to the terms and conditions set forth in this Agreement. NationNET may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)  
Enhanced Optional Daily Usage File (EODUF)

30.4 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state

tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

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

**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 12/8/04

**NationNET Communications  
Corporation**

By: 

Name: James E. Hooper

Title: CFO

Date: 12/2/04



## **Attachment 1**

### **Resale**

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## **RESALE**

### **1. Discount Rates**

- 1.1 The discount rates applied to NationNET purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by NationNET for the purposes of resale to NationNET's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

### **2. Definition of Terms**

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as NationNET, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

### **3. General Provisions**

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to NationNET for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers.

- 3.1.1 When NationNET 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.
- 3.2 NationNET may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
  - 3.2.1 NationNET must resell services to other End Users.
  - 3.2.2 NationNET cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 NationNET will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from NationNET for said services.
- 3.4 NationNET will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of NationNET. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of NationNET. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
  - 3.5.1 When an End User of NationNET or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
  - 3.5.2 BellSouth and NationNET will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or NationNET to the other Party until such time that the order for service has been completed.

- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to NationNET, BellSouth will provide NationNET with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NationNET acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NationNET acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) code; and in such instances, NationNET shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow NationNET to designate up to 100 intermediate telephone numbers per CLLI code, for NationNET's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. NationNET acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLI code and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to NationNET's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If NationNET or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as

described in BellSouth's retail tariffs, NationNET has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to NationNET remain the property of BellSouth.
- 3.15 White page directory listings for NationNET End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 NationNET must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which NationNET may submit a Local Service Request (LSR) electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event NationNET provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. NationNET will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
  - Call Forward Busy Line ("CF/B")
  - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for NationNET per the BFR/NBR process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event NationNET acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to NationNET that Special Assembly at the wholesale discount at NationNET's option. NationNET shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for NationNET customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate NationNET customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the NationNET customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and NationNET shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to NationNET, and NationNET shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

#### **4. BellSouth's Provision of Services to NationNET**

- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the state of South Carolina, and in A27 in the states of Alabama, and Kentucky.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by NationNET to establish authenticity of use. Such audit shall not occur more than once in a calendar year. NationNET shall make any and all records and data

available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by NationNET for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 NationNET may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If NationNET cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and PLST.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
  - 4.5.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other Competitive Local Exchange Carrier.
  - 4.5.2 When NationNET assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
  - 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to NationNET.
  - 4.5.4 NationNET must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
  - 4.5.5 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

## **5. Maintenance of Services**

- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and PLST and facilities and equipment provided by BellSouth shall be maintained by BellSouth.



- 5.2 NationNET or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 NationNET accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 NationNET will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, NationNET shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill NationNET 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.
- 5.7 BellSouth reserves the right to contact NationNET's End Users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, NationNET will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). NationNET is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, 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 deposit and tax exemption certificate, if applicable.
  - 6.1.1 If NationNET needs to change, add to, eliminate or convert its OCN(s) under which it operates when NationNET has already been conducting business utilizing those OCN(s), NationNET shall pay all charges as a result of such change, addition, elimination or conversion to the new OCN(s). OCN conversion charges include, but are not limited to, all time required to make system updates to all of NationNET's End User records and any other changes to BellSouth systems or NationNET records and will be handled in a separately negotiated agreement or as otherwise required by BellSouth. Appropriate charges will appear in the OC&C section of NationNET's bill.
- 6.2 NationNET shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that NationNET will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth

will not require End User confirmation prior to establishing service for NationNET's End User.

- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from NationNET to BellSouth or will accept a request from another CLEC for conversion of the End User's service from NationNET to such other CLEC. Upon completion of the conversion BellSouth will notify NationNET that such conversion has been completed.

## **7. Discontinuance of Service**

- 7.1 The procedures for discontinuing service to an End User are as follows:

- 7.1.1 BellSouth will deny service to NationNET's End User on behalf of, and at the request of, NationNET. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of NationNET.
- 7.1.2 At the request of NationNET, BellSouth will disconnect a NationNET End User.
- 7.1.3 All requests by NationNET for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 NationNET will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise NationNET when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by NationNET and/or the End User against any claim, loss or damage arising from providing this information to NationNET. It is the responsibility of NationNET 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 White Pages Listings**

- 8.1 BellSouth shall provide NationNET and its End Users access to white pages directory listings under the following terms:
- 8.1.2 Listings. NationNET shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NationNET residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between NationNET and BellSouth End Users. NationNET shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

- 8.1.3 Unlisted/Non-Published End Users. NationNET will be required to provide to BellSouth the names, addresses and telephone numbers of all NationNET End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.
- 8.1.4 Inclusion of NationNET End Users in Directory Assistance Database. BellSouth will include and maintain NationNET End User listings in BellSouth's Directory Assistance databases. NationNET shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford NationNET's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as NationNET provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to NationNET one (1) basic White Pages directory listing per NationNET End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to NationNET End User at no charge or as specified in a separate agreement between NationNET and BellSouth's agent.
- 8.3 Procedures for submitting NationNET Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 NationNET authorizes BellSouth to release all NationNET SLI provided to BellSouth by NationNET to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST, as the same may be amended from time to time. Such NationNET SLI shall be

intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

- 8.3.2 No compensation shall be paid to NationNET for BellSouth's receipt of NationNET SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NationNET's SLI, or costs on an ongoing basis to administer the release of NationNET SLI, NationNET shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of NationNET's SLI, NationNET will be notified. If NationNET does not wish to pay its proportionate share of these reasonable costs, NationNET may instruct BellSouth that it does not wish to release its SLI to independent publishers, and NationNET shall amend this Agreement accordingly. NationNET will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by NationNET under this Agreement. NationNET shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NationNET listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to NationNET any complaints received by BellSouth relating to the accuracy or quality of NationNET listings.
- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 9. Operator Services (Operator Call Processing and Directory Assistance)**
- 9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 9.2.1 Process 0+ and 0- dialed local calls
- 9.2.2 Process 0+ and 0- intraLATA toll calls.

- 9.2.3 Process calls that are billed to NationNET end user's calling card that can be validated by BellSouth.
- 9.2.4 Process person-to-person calls.
- 9.2.5 Process collect calls.
- 9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
- 9.2.7 Process station-to-station calls.
- 9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 9.2.10 Process operator-assisted directory assistance calls.
- 9.2.11 Adhere to equal access requirements, providing NationNET local end users the same IXC access that BellSouth provides its own operator service.
- 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to NationNET that BellSouth provides for its own operator service.
- 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by NationNET.
- 9.2.15 Provide call records to NationNET in accordance with ODUF standards.
- 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service
- 9.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 9.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by NationNET's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
- 9.4 Directory Assistance Service Updates

- 9.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 9.4.2 New end user connections
- 9.4.3 End user disconnections
- 9.4.4 End user address changes
- 9.4.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.5 Selective Call Routing using Line Class Codes (SCR-LCC)
  - 9.5.1 Where NationNET resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route NationNET's end user calls to that provider through Selective Call Routing.
  - 9.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for NationNET to have its Operator Call Processing and Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
  - 9.5.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
  - 9.5.4 Where available, NationNET specific and unique LLCs are programmed in each BellSouth end office switch where NationNET intends to service end users with customized OCP/DA branding. The LCCs specifically identify NationNET's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and NationNET intends to provide NationNET-branded OCP/DA to its end users in these multiple rate areas.
  - 9.5.5 SCR-LCC supporting Custom Branding and Self Branding require NationNET to order dedicated transport and trunking from each BellSouth end office identified by NationNET, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the NationNET Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
  - 9.5.6 The rates for SCR-LCC are as set forth in Exhibit D of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.

- 9.5.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by NationNET to the BellSouth Tops. The calls are routed to "No Announcement."

## **10. Line Information Database (LIDB)**

- 10.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 10.2 Where NationNET is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from NationNET LSR's to populate LIDB with NationNET's End User information BellSouth provides access to information in its LIDB, including NationNET End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for NationNET, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 10.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of NationNET data to the LIDB (e.g., calling card deactivation).
- 10.3 Responsibilities of the Parties
- 10.3.1 BellSouth will administer the data provided by NationNET pursuant to this Agreement in the same manner as BellSouth administers its own data.
- 10.3.2 NationNET is responsible for completeness and accuracy of the data being provided to BellSouth.
- 10.3.3 BellSouth shall not be responsible to NationNET 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.

## **11. RAO Hosting**

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

## **12. Optional Daily Usage File (ODUF)**

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

12.2 BellSouth will provide ODUF service upon written request.

**13. Enhanced Optional Daily Usage File (EODUF)**

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

13.2 BellSouth will provide EODUF service upon written request.



## Exhibit A

**EXCLUSIONS & LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)**

Type of Service		AL		KY		SC	
		Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days (Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	No	No	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services (Note 1)	Yes	Yes	No	No	No	No
7	MemoryCall® Service	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No
10	Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes
11	End User Line Chg- Number Portability	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	No
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No

**Applicable Notes:**

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Promotions shall be available only for the term set forth in the applicable tariff.
4. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

**Optional Daily Usage File**

1. Upon written request from NationNET, BellSouth will provide the Optional Daily Usage File (ODUF) service to NationNET pursuant to the terms and conditions set forth in this section.
2. NationNET shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides NationNET messages that were carried over the BellSouth network and processed by BellSouth for NationNET.
4. Charges for ODUF will appear on NationNET's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
  - 5.1 Messages that error in the billing system of NationNET will be the responsibility of NationNET. If, however, NationNET should encounter significant volumes of errored messages that prevent processing by NationNET within its systems, BellSouth will work with NationNET to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
  - 6.1 ODUF Message to be Transmitted
    - 6.1.1 The following messages recorded by BellSouth will be transmitted to NationNET:
      - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
      - Measured local Local
      - Directory Assistance messages
      - IntraLATA Toll
      - WATS and 800 Service
      - N11
      - Information Service Provider Messages
      - Operator Services Messages
      - Operator Services Message Attempted Calls
      - Credit/Cancel Records
      - Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to NationNET.
- 6.1.4 In the event that NationNET detects a duplicate on ODUF they receive from BellSouth, NationNET will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
  - 6.2.1 ODUF will be distributed to NationNET via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
  - 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and NationNET for the purpose of data transmission. Where a dedicated line is required, NationNET will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NationNET 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 messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be NationNET's responsibility. 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 NationNET. Additionally, all message toll charges associated with the use of the dial circuit by NationNET will be the responsibility of NationNET. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on NationNET end for the purpose of data transmission will be the responsibility of NationNET.
  - 6.2.3 If NationNET utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of NationNET.
- 6.3 ODUF Packing Specifications
  - 6.3.1 The data will be packed using ATIS EMI records. 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 NationNET which BellSouth RAO is sending the message. BellSouth and NationNET will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NationNET and resend the data as appropriate.

The data will be packed using ATIS EMI records.

- 6.4 ODUF Pack Rejection. NationNET 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 (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. NationNET will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NationNET by BellSouth.
- 6.5 ODUF Control Data. NationNET will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate NationNET's receipt of 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 NationNET for reasons stated in the above section.
- 6.6 ODUF Testing. Upon request from NationNET, BellSouth shall send ODUF test files to NationNET. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that NationNET set up a production (live) file. The live test may consist of NationNET's employees making test calls for the types of services NationNET requests on ODUF. These test calls are logged by NationNET, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

**Enhanced Optional Daily Usage File**

1. Upon written request from NationNET, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to NationNET 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. NationNET shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on NationNET's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D 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 NationNET will be the responsibility of NationNET. If, however, NationNET should encounter significant volumes of errored messages that prevent processing by NationNET within its systems, BellSouth will work with NationNET to determine the source of the errors and the appropriate resolution.
6. EODUF Specifications.
- 6.1 EODUF Usage To Be Transmitted
- 6.1.1 The following messages recorded by BellSouth will be transmitted to NationNET:

Customer usage data for flat rated local call originating from NationNET'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

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to NationNET.

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

## 6.2 EODUF Physical File Characteristics

6.2.1 EODUF feed will be distributed to NationNET via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among NationNET's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.

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

6.2.3 If NationNET utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of NationNET.

## 6.3 EODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. 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 NationNET which BellSouth RAO is sending the message. BellSouth and NationNET will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NationNET and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Alabama																	Attachment: 1	Exhibit: D
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring D		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %							16.30									
		Business %							16.30									
		CSAs %							16.30									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOME		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								84.70	84.70	14.11	14.11					
ODUF/EODUF SERVICES																		
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message							0.000011									
		ODUF: Message Processing, per message							0.004101									
		ODUF: Message Processing, per Magnetic Tape provisioned							42.67									
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.000094									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
		EODUF: Message Processing, per message							0.22									



RESALE DISCOUNTS & RATES - Kentucky																	Attachment: 1	Exhibit: D
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring D		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %							16.79									
		Business %							15.54									
		CSAs %							15.54									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMEK		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch							93.53	93.53	15.58	15.58						
ODUF/EODUF SERVICES																		
		OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message						0.0000136										
		ODUF: Message Processing, per message						0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned						35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010372										
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message						0.235889										

RESALE DISCOUNTS & RATES - South Carolina																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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**Attachment 2**  
**EXISTING CLECS**  
**Network Elements and Other Services**

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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### **1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to NationNET in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to NationNET (Other Services). Additionally, the provision of a particular Network Element or Other Service may require NationNET to purchase other Network Elements or services. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations”. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control. Section 1 of this Attachment applies to services provisioned pursuant to Exhibit B.
- 1.1.1 BellSouth shall make available Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, in addition to all elements that are required to be provided in conjunction with Mass Market Switching that are set forth in Exhibit B, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibit B to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements. Sections 1, 6 and 7 of this Attachment shall apply to Exhibit B. Section 3 of this Attachment, in its entirety, applies to Mass Market Switching. Section 4 in its entirety, excluding Sections 4.1.2 and 4.2.2, and Sections 5.1, 5.1.2-5.2.2, 5.2.3.2 and 5.3 shall apply to High Capacity Transport. Section 4 in its entirety, excluding Sections 4.1.2 and 4.2.2 and Sections 2.1.1 - 2.1.9, 2.1.11 – 2.1.13.2 and 2.9 – 2.9.3.4 shall apply to Enterprise Market Loops.
- 1.2 The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If NationNET purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 BellSouth shall, upon request of NationNET, and to the extent technically feasible, provide to NationNET access to its Network Elements for the provision of NationNET’s qualifying services. NationNET may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC.

- 1.4 NationNET may purchase and use Network Elements and Combinations from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Pursuant to the Order and Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004 and effective September 13, 2004 (“Interim Order”), until the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the Interim Order (“Interim Period”), BellSouth shall continue providing unbundled access to Mass Market Switching (as defined herein), DS1, DS3 or STS-1 loops, including dark fiber loops (collectively “Enterprise Market Loops”), and DS1, DS3 or STS-1 dedicated transport, including dark fiber transport (collectively “High Capacity Transport”) under the rates, terms and conditions set forth in Exhibits B and C to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements, except to the extent that they are or have been superseded by:
- 1.6.1 voluntarily negotiated agreements;
- 1.6.2 an effective intervening FCC order affecting specific unbundling obligations (*e.g.*, an order addressing a pending petition for reconsideration) (Intervening Order); or,
- 1.6.3 (with respect to rates only) An effective Commission order raising the rates for such network elements.
- 1.7 For purposes of this Agreement, Mass Market Switching shall be defined as unbundled access to switching except when NationNET: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity service or loop in any service area covered by this Agreement. Notwithstanding anything to the contrary herein, local switching other than Mass Market Switching will not be provided hereunder. Access to switching as described in Exhibit B shall be considered limited to Mass Market Switching for purposes of this Agreement, regardless of the definition of switching set forth in Exhibit B.
- 1.8 For purposes of this Agreement “Transition Period” is defined as the six (6) month period following the Interim Period, or such other time period as may be specified by the FCC in an effective order adopted pursuant to the Notice of Proposed Rulemaking in the Interim Order (“Final FCC Unbundling Rules”). In the absence

of an effective FCC ruling that Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such network elements, must be unbundled pursuant to section 251(c)(3) in any particular case, BellSouth shall make available Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibits B and C to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibits B and C, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements, and pursuant to the following terms and conditions:

- 1.8.1 During the Transition Period, BellSouth shall only be required to provide Mass Market Switching to NationNET in combination with shared (common) transport and loops (*i.e.*, as a component of the “UNE platform”). The applicable rate shall be the higher of (1) the rate at which NationNET leased that combination of elements on June 15, 2004 plus one dollar, or (2) the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for this combination of elements plus one dollar.
- 1.8.2 During the Transition Period, BellSouth shall only be required to provide High Capacity Transport and/or Enterprise Market Loops to NationNET at a rate equal to the higher of (1) 115% of the rate NationNET paid for that element on June 15, 2004, or (2) 115% of the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for that element.
- 1.9 During the Transition Period, to the extent BellSouth provides Mass Market Switching, High Capacity Transport and/or Enterprise Market Loops, or any subset thereof, pursuant to Sections 1.8.1-1.8.2 above, BellSouth shall only provide such elements to NationNET for the embedded customer base, as it existed on the last day of the Interim Period, and NationNET may not add new End Users or customers or place any new orders for such elements during the Transition Period.
- 1.10 In the event that the Final FCC Unbundling Rules set forth any modification as to the length of the Transition Period or the rates, terms and conditions applicable during the Transition Period to Mass Market Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof, such modifications shall be deemed incorporated into this Agreement by reference without further modification by the Parties, and such modified rates, terms and conditions shall apply to the Transition Period rather than those set forth herein.
- 1.11 At the conclusion of the Transition Period, in the absence of an effective FCC ruling that Mass Market Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof (individually or collectively referred to

herein as the “Eliminated Elements”) are subject to unbundling, such Eliminated Elements shall be subject to the following provisions.

- 1.11.1 Upon the end of the Transition Period NationNET must transition Eliminated Elements to either Resale, tariffed services, or services offered pursuant to a separate agreement negotiated between the Parties (collectively “Comparable Services”) or must disconnect such Eliminated Elements, pursuant to Sections 1.11.1.1 – 1.11.1.4 below.
- 1.11.1.1 Eliminated Elements including Mass Market Switching Function (“Switching Eliminated Elements”). In the event that NationNET has not entered into a separate agreement for the provision of Mass Market Switching or services that include Mass Market Switching, NationNET will submit orders to either disconnect Switching Eliminated Elements or convert such Switching Eliminated Elements to Resale within thirty (30) days of the last day of the Transition Period. If NationNET submits orders to transition such Switching Eliminated Elements to Resale within thirty (30) days of the last day of the Transition Period, applicable recurring and nonrecurring charges shall apply as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. If NationNET fails to submit orders within thirty (30) days of the last day of the Transition Period, BellSouth shall transition such Switching Eliminated Elements to Resale, and NationNET shall pay the applicable nonrecurring and recurring charges as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. In such case, NationNET shall reimburse BellSouth for labor incurred in identifying the lines that must be converted and processing such conversions. If no equivalent Resale service exists, then BellSouth may disconnect such Switching Eliminated Elements if NationNET does not submit such orders within thirty (30) days of the last day of the Transition Period. In all cases, until Switching Eliminated Elements have been converted to Comparable Services or disconnected, the applicable recurring and nonrecurring rates for Switching Eliminated Elements during the Transition Period shall apply as set forth in this Agreement. Applicable nonrecurring disconnect charges may apply for disconnection of service or conversion to Comparable Services.
- 1.11.1.2 Other Eliminated Elements. Upon the end of the Transition Period, NationNET must transition the Eliminated Elements other than Switching Eliminated Elements (“Other Eliminated Elements”) to Comparable Services. Unless the Parties agree otherwise, Other Eliminated Elements shall be handled in accordance with sections 1.11.1.3 - 1.11.1.4 below.
- 1.11.1.3 NationNET will identify and submit orders to either disconnect Other Eliminated Elements or transition them to Comparable Services within thirty (30) days of the last day of the Transition Period. Rates, terms and conditions for Comparable



Services shall apply per the applicable tariff for such Comparable Services as of the date the order is completed. Where NationNET requests to transition a minimum of fifteen (15) circuits per state, NationNET may submit orders via a spreadsheet process and such orders will be project managed. In all other cases, NationNET must submit such orders pursuant to the local service request/access service request (LSR/ASR) process, dependent on the Comparable Service elected. For such transitions, the non-recurring and recurring charges shall be those set forth in BellSouth's FCC No.1 tariff, or as otherwise agreed in a separately negotiated agreement. Until such time as the Other Eliminated Elements are transitioned to such Comparable Services, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement.

- 1.11.1.4 If NationNET fails to identify and submit orders for any Other Eliminated Elements within thirty (30) days of the last day of the Transition Period, BellSouth may transition such Other Eliminated Elements to Comparable Services. The rates, terms and conditions for such Comparable Services shall apply as of the date following the end of the Transition Period. If no Comparable Services exist, then BellSouth may disconnect such Other Eliminated Elements if NationNET does not submit such orders within thirty (30) days of the last day of the Transition Period. In such case NationNET shall reimburse BellSouth for labor incurred in identifying such Other Eliminated Elements and processing such orders and NationNET shall pay the applicable disconnect charges set forth in this Agreement. Until such time as the Other Eliminated Elements are disconnected pursuant to this Agreement, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement.
- 1.12 To the extent the FCC issues an effective Intervening Order that alters the rates, terms and conditions for any Network Element or Other Service, including but not limited to Mass Market Switching, Enterprise Market Loops and High Capacity Transport, the Parties agree that such Intervening Order shall supersede those rates, terms and conditions set forth in this Agreement for the affected Network Element(s) or Other Service(s).
- 1.13 Notwithstanding anything to the contrary in this Agreement, in the event that the Interim Rules are vacated by a court of competent jurisdiction, NationNET shall immediately transition Mass Market Switching, Enterprise Market Loops and High Capacity Transport pursuant to Section 1.11.1.1 through 1.11.1.4 above, applied from the effective date of such vacatur, without regard to the Interim Period or Transition Period.
- 1.14 Notwithstanding anything to the contrary in this Agreement, upon the Effective Date of the Final FCC Unbundling Rules, to the extent any rates, terms or requirements set forth in such Final FCC Unbundling Rules are in conflict with, in

addition to or otherwise different from the rates, terms and requirements set forth in this Agreement, the Final FCC Unbundling Rules rates, terms and requirements shall supercede the rates, terms and requirements set forth in this Agreement without further modification of this Agreement by the Parties.

- 1.15 In the event that any Network Element, other than those already addressed above, is no longer required to be offered by BellSouth pursuant to Section 251 of the Act, NationNET shall immediately transition such elements pursuant to Section 1.11.1.1 through 1.11.1.4 above, applied from the effective date of the order eliminating such obligation.
- 1.16 NationNET may utilize Network Elements, Combinations and Other Services to provide services as long as such use is consistent with industry standards and applicable BellSouth Technical References.
- 1.17 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination that is available to NationNET under this Agreement or convert a Network Elements or Combination that is available to NationNET under this Agreement to an equivalent wholesale services or group of wholesale services offered by BellSouth (collectively "Conversion(s)"). Nonrecurring switch as-is-rates for Conversions to single Network Elements and Combinations are contained in Exhibits A and/or C of this Attachment. Any price change resulting from the Conversion(s) will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from NationNET. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between NationNET and BellSouth. Any change from a wholesale service to a Network Element/Combination or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.21 and 1.21.1 below.
- 1.18 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5) for loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibits A and/or C of this Attachment, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in

Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibits A and/or C of this Attachment, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from NationNET, BellSouth shall perform the RNM.

- 1.19 Commingling of Services. Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that NationNET has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. NationNET must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.19.1 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.
- 1.19.2 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.19.3 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.20 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.21 Ordering Guidelines and Processes. For information regarding Ordering Guidelines and Processes for various Network Elements, NationNET should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is: <http://www.interconnection.bellsouth.com/>.
- 1.21.1 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by

reference, located at the “CLEC UNE Products” Web site at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>.

- 1.21.2 The provisioning of Network Elements to NationNET’s Collocation Space will require cross-connections within the central office to connect the Network Element to the demarcation point associated with NationNET’s collocation space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations and Other Services, and, thus, have a separate charge pursuant to the Collocation Attachment of this Agreement.
- 1.21.3 Testing/Trouble Reporting. NationNET will be responsible for testing and isolating troubles on Network Elements. NationNET must test and isolate the trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, NationNET will be required to provide the results of the NationNET test which indicate a problem on the BellSouth network.
- 1.21.3.1 Once NationNET has isolated a trouble to the BellSouth provided network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.
- 1.21.3.2 If NationNET reports a trouble on a BellSouth provided Network Element and no trouble is found in BellSouth’s network, BellSouth will charge NationNET a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element’s working status. BellSouth will assess the applicable Maintenance of Service charge from BellSouth’s FCC No.1 Tariff, Section 13.3.1
- 1.21.3.3 In the event BellSouth must dispatch to the End User’s location more than once due to incorrect or incomplete information provided by NationNET (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill NationNET for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service charge from BellSouth’s FCC No.1 Tariff, Section 13.3.1.

## **2 Loops**

- 2.1 General. The local loop Network Element is defined as a narrowband transmission facility (i.e., below the DS1 level) between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an End User premises. The loop Network Element includes all features, functions, and

capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises, including inside wire owned or controlled by BellSouth.

- 2.1.1 Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute local loops. NationNET shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the loop.
- 2.1.2 The loop does not include any packet switched features, functions or capabilities.
- 2.1.3 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User's premises.
  - 2.1.3.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH facilities, or FTTC facilities, BellSouth is under no obligation to provide access to such FTTH and FTTC loops.
  - 2.1.3.2 In FTTH/FTTC overbuild situations where BellSouth also has copper loops, BellSouth will make those copper loops available to NationNET on an unbundled basis, until such time as BellSouth chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities.
  - 2.1.3.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by NationNET. If a request is received by BellSouth for a copper loop, and the copper facilities have not yet been retired, BellSouth will restore the copper loop to serviceable condition if technically feasible. In these instances of loop orders in an FTTH/FTTC overbuild area, BellSouth's standard loop

provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

- 2.1.4 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide NationNET with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 2.1.5 NationNET may not purchase loops or convert Special Access circuits to loops if such loops will be used to provide wireless telecommunications services.
- 2.1.6 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.8 The loop shall be provided to NationNET in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.9 BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered.
- 2.1.10 When a BellSouth technician is required to be dispatched to provision the loop, BellSouth will tag the loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the loop, BellSouth will tag the loop on the next required visit to the End User's location. If NationNET wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), NationNET may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.10.1 For voice grade Loop orders (or orders for loops intended to provide voice grade services), NationNET shall have dial-tone available for that Loop 48 hours prior to the loop order completion due date.
- 2.1.11 Order Coordination. Order Coordination (OC) allows BellSouth and NationNET to coordinate the installation of the SL2 loops, Unbundled Digital Loops (UDL) and other loops where OC may be purchased as an option, to NationNET's

facilities to limit End User service outage. OC is available when the loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

- 2.1.11.1 Order Coordination – Time Specific (OC-TS) allows NationNET to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate NationNET's specific conversion time request. However, BellSouth reserves the right to negotiate with NationNET a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. NationNET may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If NationNET specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

## 2.1.12

	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>SL-1 (Non-Designed)</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND (Non-Designed)</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>Unbundled Voice Loops - SL-2 (including 2- and 4-wire)</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office

<b>UVL) (Designed)</b>					
<b>Unbundled Digital Loop (Designed)</b>	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
<b>Unbundled Copper Loop (Designed)</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, NationNET must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.13 CLEC to CLEC Conversions for Unbundled Loops. The CLEC to CLEC conversion process for loops may be used by NationNET when converting an existing loop from another CLEC for the same End User. Such process is set forth on BellSouth's Interconnection Web site at: <http://www.interconnection.bellsouth.com/guides/html/unec.html>. The loop type being converted must be included in NationNET's Interconnection Agreement before requesting a conversion.

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

2.1.13.2 The loops converted to NationNET pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific loop type.

2.1.14 Bulk Migration. BellSouth will make available to NationNET a Bulk Migration process pursuant to which NationNET may request to migrate port/loop combinations, provisioned pursuant to either an Interconnection Agreement or a separate agreement between the Parties, to loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with 2 or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at [www.interconnection.bellsouth.com/guides/html/unec.html](http://www.interconnection.bellsouth.com/guides/html/unec.html). The rates for the Bulk Migration process shall be the nonrecurring rates associated with the loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply. Loops connected to



Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 of this Attachment.

- 2.1.14.1 Should NationNET request migration for two (2) or more EATNs containing fifteen (15) or more circuits, NationNET must use the Bulk Migration process referenced in 2.1.14 above.
- 2.2 Unbundled Voice Loops (UVLs). BellSouth shall make available the following UVLs:
  - 2.2.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
    - 2.2.1.1 2-wire Analog Voice Grade Loop – SL2 (Designed)
    - 2.2.1.2 4-wire Analog Voice Grade Loop (Designed)
  - 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that NationNET will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
  - 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by NationNET, however, OC is always required on UCLs which involve the reuse of facilities that are currently providing service. NationNET may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its End Users.
  - 2.2.4 For an additional charge BellSouth will make available Loop Testing so that NationNET may request further testing on new UVL-SL1 loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to NationNET. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow NationNET to coordinate the installation of the loop with the disconnection of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 Unbundled Digital Loops. BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.1 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.1.1 2-wire Unbundled ISDN Digital Loop
- 2.3.1.2 2-wire Unbundled ADSL Compatible Loop
- 2.3.1.3 2-wire Unbundled HDSL Compatible Loop
- 2.3.1.4 4-wire Unbundled HDSL Compatible Loop
- 2.3.1.5 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2 2-Wire Unbundled ISDN Digital loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. NationNET will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.2.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by NationNET or BellSouth provides ninety (90) days notice that such UDC must be terminated. NationNET may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

- 2.3.3 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.4 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.4 Unbundled Copper Loops (UCL). BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
- 2.4.1 Unbundled Copper Loop – Designed (UCL-D). The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.1.1 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.4.1.2 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by NationNET.
- 2.4.1.3 These loops are not intended to support any particular services and may be utilized by NationNET to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the End User's location for the purpose of connecting the loop to the End User's inside wire.
- 2.4.1.4 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the

Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by NationNET or BellSouth provides ninety (90) days notice that such UCL-L must be terminated.

- 2.4.2 Unbundled Cooper Loop – Non-Designed (UCL-ND). The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to an End User's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.2.1 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, NationNET can request LMU for which additional charges would apply.
- 2.4.2.2 For an additional charge, BellSouth also will make available Loop Testing so that NationNET may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.2.3 UCL-ND loops are not intended to support any particular service and may be utilized by NationNET to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the End User's location for the purpose of connecting the loop to the End User's inside wire.
- 2.4.2.4 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.2.5 NationNET may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

- 2.5 Unbundled Loop Modifications (Line Conditioning). Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own End Users. This may include the removal of any device, from a copper loop or copper subloop that may diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.
- 2.5.1 BellSouth will remove load coils only on copper loops and subloops that are 18,000 feet in length or less.
- 2.5.2 For any copper loop being ordered by NationNET which has over 6,000 feet of combined bridged tap will be modified, upon request from NationNET, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to NationNET. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.
- 2.5.3 NationNET may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.
- 2.5.4 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.5 BellSouth will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.6 If NationNET requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. NationNET will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.
- 2.5.7 NationNET shall request loop makeup information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the loop type that NationNET desires BellSouth to condition.
- 2.5.8 When requesting ULM for a loop that BellSouth has previously provisioned for NationNET, NationNET will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by NationNET is

available at the location for which the ULM was requested, NationNET will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, NationNET will not be charged for ULM but will only be charged the service order charges for submitting an order.

- 2.6 Loop Provisioning Involving Integrated Digital Loop Carriers (IDLC). Where NationNET has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to NationNET. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for NationNET (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the End User premises.
  2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
  3. If capacity exists, provide "side-door" porting through the switch.
  4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.1 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.6.2 If no alternate facility is available, and upon request from NationNET, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. NationNET will then have the option of paying the one-time SC rates to place the loop.
- 2.7 Network Interface Device (NID). The NID is defined as any means of interconnection of the End User's premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 2.7.1 BellSouth shall permit NationNET to connect NationNET's loop facilities to the End User's premises wiring through the BellSouth NID or at any other technically feasible point.

- 2.7.2 Access to NID. NationNET may access the End User's premises wiring by any of the following means and NationNET shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.2.1 BellSouth shall allow NationNET to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.
- 2.7.2.1.1 Where an adequate length of the End User's premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.2.1.2 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the End User premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.2.1.3 NationNET may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be NationNET's responsibility to ensure there is no safety hazard, and NationNET will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.2.3 NationNET shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.2.4 NationNET shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with NationNET to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 Technical Requirements. The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.3.1 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's premises and the distribution media and/or cross-connect to NationNET's NID.
- 2.7.3.2 Existing BellSouth NIDs will be operational and provided in working "as is" condition. NationNET may request BellSouth to do additional work to the NID on a time and material basis. When NationNET deploys its own local loops in a multiple-line termination device, NationNET shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Elements. Where facilities permit, BellSouth shall offer access to its Unbundled SubLoop (USL) elements as specified herein.
- 2.8.1 Unbundled Subloop Distribution. The Unbundled Subloop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled subloop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- Unbundled Subloop Distribution – Voice Grade
  - Unbundled Copper Subloop
  - Unbundled Subloop Distribution – Intrabuilding Network Cable (aka riser cable)
- 2.8.1.1 Unbundled Subloop Distribution – Voice Grade (USLD-VG) is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.8.1.2 Unbundled Copper Subloop (UCSL) is a copper facility 18,000 feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.8.1.3 If NationNET requests a UCSL and it is not available, NationNET may request the copper Subloop facility be modified pursuant to the ULM process to remove load



coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.8.1.4 Unbundled Subloop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.8.1.4.1 Upon request for USLD-INC from NationNET, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for NationNET's use on this cross-connect panel. NationNET will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.1.5 For access to Voice Grade USLD and UCSL, NationNET shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. NationNET's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.1.6 Through the SI process, BellSouth will determine whether access to Unbundled Subloops at the location requested by NationNET is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet NationNET's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the BellSouth's Interconnection Web site located at:  
<http://www.interconnection.bellsouth.com/products/html/unec.html>.
- 2.8.1.7 The site set-up must be completed before NationNET can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice NationNET's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.1.8 Once the site set-up is complete, NationNET will request subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when NationNET requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to

the USL pair rate. For expedite requests by NationNET for subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 2.8.1.9 Unbundled Subloops will be provided in accordance with technical reference TR73600.
- 2.8.2 Unbundled Network Terminating Wire (UNTW). UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 2.8.3 Requirements. On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.1 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.2 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End User's premises, and NationNET does own or control such wiring, NationNET will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to NationNET.
- 2.8.3.3 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate NationNET for each pair activated commensurate to the price specified in NationNET's Agreement.
- 2.8.3.4 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The

Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.5 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.6 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.7 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.8 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.9 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

- 2.8.3.10 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 Unbundled Loop Concentration. Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by NationNET, or BellSouth provides ninety (90) days notice that such ULC must be terminated.
- 2.9 Loop Makeup
- 2.9.1 Description of Service. BellSouth shall make available to NationNET LMU information so that NationNET can make an independent judgment about whether the loop is capable of supporting the advanced services equipment NationNET intends to install and the services NationNET wishes to provide. This section addresses LMU as a preordering transaction, distinct from NationNET ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.1 BellSouth will provide NationNET LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.2 BellSouth's LMU information is provided to NationNET as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.3 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a

Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

- 2.9.1.4 NationNET may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by NationNET and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee NationNET's ability to provide advanced data services over the ordered loop type. Furthermore, the LMU information for unbundled loops, other than copper-only loops (e.g. ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.5, copper-only loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain copper facilities until the loop is disconnected by NationNET or the End User; or until BellSouth retires the copper facilities via the FCC's and any applicable State's requirements. NationNET is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.
- 2.9.1.5 If BellSouth retires its copper facilities using 47 C.F.R §51.325(a) requirements; or is required by a regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify NationNET according to the applicable network disclosure requirements. It will be NationNET's responsibility to move any service it may provide over such facilities to alternative facilities. If NationNET fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.
- 2.9.2 Submitting Loop Makeup Service Inquiries. NationNET may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if NationNET needs further Loop information in order to determine Loop service capability, NationNET may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.9.2.1 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at BellSouth's Interconnection Web site located at: <http://interconnection.bellsouth.com/guides/html/unec.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual

LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

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

### **3 Line Splitting**

- 3.1 Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.1.1 In the event NationNET provides its own switching or obtains switching from a third party, NationNET may engage in line splitting arrangements with another CLEC using a splitter, provided by NationNET or a third party, in a Collocation Space at the central office, where the loop terminates into a distribution frame or its equivalent.

- 3.1.2 Where NationNET is purchasing a switching combination pursuant to Exhibit B (UNE-P), BellSouth shall offer line splitting pursuant to the following sections in this Attachment.
- 3.1.3 NationNET shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if NationNET will not provide voice and data services.
- 3.1.4 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by NationNET or its authorized agent ordering Line Splitting service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone loop, a switch port pursuant to Exhibit B, two collocation cross-connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone loop, switch port pursuant to Exhibit B, and one collocation cross-connection.
- 3.2 Provisioning Line Splitting and Splitter Space. The Data LEC, Voice CLEC or BellSouth may provide the splitter. When NationNET or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the loop to the Collocation Space; a second collocation cross-connection from the Collocation Space connected to a switch port pursuant to Exhibit B; the high frequency spectrum line activation, and a splitter. In this situation, NationNET cannot use UNE-P and must purchase an individual loop Network Element and switch port, pursuant to Exhibit B. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the NID at the End User's location with connecting facility assignment(s) (CFA) and splitter port assignments, and a collocation cross-connection from the Collocation Space connected to a switch port, pursuant to Exhibit B.
- 3.2.1 An unloaded 2-wire copper loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.2.2 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement and BellSouth Retail Voice Service.
- 3.2.3 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop Network Element.

- 3.3 Ordering – Line Splitting. NationNET shall use BellSouth's Line Splitting Ordering Document (LSOD) to order splitters from BellSouth and to activate and deactivate DS0 collocation CFA for use with Line Splitting.
- 3.3.1 BellSouth's local ordering handbook (LOH) shall provide NationNET the LSR format to be used when ordering Line Splitting service.
- 3.3.2 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the Web site at <http://www.interconnection.bellsouth.com>.
- 3.3.3 BellSouth will provide NationNET access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and NationNET shall pay the rates for such services as described in Exhibit A.
- 3.3.4 High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the Web at: <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.
- 3.4 Maintenance – Line Splitting. BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 3.4.1 NationNET shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 4 Unbundled Network Element Combinations**
- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by NationNET are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by NationNET are not already combined by BellSouth in the location requested by NationNET but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by NationNET are not elements that BellSouth combines for its use in its network. Notwithstanding any other provision set forth in Section 4, Combinations including switching shall be as set forth in Exhibit B.



- 4.1.1 Upon request, BellSouth shall perform the functions necessary to combine Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.
- 4.1.2 To the extent NationNET requests a Combination of Network Elements that does not include a Network Element set forth in Exhibit B and BellSouth does not have methods and procedures in place to provide such Combination rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates. The rates for the Currently Combined Network Elements specifically set forth in Exhibits A and/or C of this Attachment shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibits A and/or C, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibits A and/or C.
  - 4.2.1 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibits A and/or C of this Attachment shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibits A and/or C, the rate for such Ordinarily Combined Combination shall be the sum of the recurring and nonrecurring rates for those individual Network Elements as set forth in Exhibits A and/or C.
  - 4.2.2 BellSouth shall provide Not Typically Combined Combinations to NationNET at the rates developed pursuant to the BFR process.
  - 4.2.3 High capacity EELs are Combinations of loops and transport as described in 47 C.F.R. §51.318(b). High capacity EELs shall be provided in accordance with the terms and conditions set forth herein at the rates set forth in Exhibit C.
- 4.3 Service Eligibility Criteria. NationNET must certify for each high capacity EEL that all of the following service eligibility criteria (Service Eligibility) are met:
  - 4.3.1 NationNET has received state certification to provide local voice service in the area being served;
    - 4.3.1.1 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
      - 4.3.1.1.1 Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

- 4.3.1.1.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.1.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.1.1.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
- 4.3.1.1.5 Each circuit to be provided to each End User will be served by an interconnection trunk over which NationNET will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.1.1.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, NationNET will have at least one (1) active DS1 local service interconnection trunk over which NationNET will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.1.1.7 Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 4.3.2 BellSouth may, on an annual basis, audit NationNET's records in order to verify compliance with the qualifying Service Eligibility Criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that NationNET failed to comply with the Service Eligibility Criteria, NationNET must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that, NationNET did not comply in any material respect with the Service Eligibility Criteria, NationNET shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that NationNET did comply in all material respects with the Service Eligibility Criteria, BellSouth will reimburse NationNET for its reasonable and demonstrable costs associated with the audit. NationNET will maintain appropriate documentation to support its certifications.

## **5 Transport**

- 5.1 Transport is defined as BellSouth's interoffice transmission facilities that NationNET uses for transmission within a LATA between BellSouth's switches or wire centers. Access to High Capacity Transport pursuant to Exhibit B shall be limited to High Capacity Transport that meets the definition of transport set forth in this Section 5.1, regardless of the definition of transport set forth in Exhibit B.

- 5.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DS0 and voice grade transport that is dedicated to a particular customer or carrier (Dedicated Transport) described in this Section 5 on an unbundled basis to NationNET as set forth herein.
- 5.1.2 BellSouth shall:
  - 5.1.2.1 Provide all technically feasible features, functions, and capabilities of the transport facility as outlined within the technical requirements within this section;
  - 5.1.2.2 Permit, to the extent technically feasible, NationNET to connect such interoffice facilities to equipment designated by NationNET, including but not limited to, NationNET's collocated facilities; and
  - 5.1.2.3 Permit, to the extent technically feasible, NationNET to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.2 Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
  - 5.2.1 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibits A and/or C shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
  - 5.2.2 Any request to change a CFA within a BellSouth central office is considered a service rearrangement. If requested, service rearrangements may be project managed by BellSouth. OC-TS may be utilized for service rearrangements. Since dates and times are dependent upon quantities and workloads, they are negotiable. The applicable charges in Exhibit A shall apply.
  - 5.2.3 Technical Requirements. The entire designated transmission service (i.e., DS0 or voice grade) shall be dedicated to NationNET designated traffic.
    - 5.2.3.1 BellSouth shall offer DS0 Equivalent interface transmission rates for DS0 or voice grade Dedicated Transport.
    - 5.2.3.2 BellSouth shall design Dedicated Transport according to its network infrastructure. NationNET shall specify the termination points for Dedicated Transport.
    - 5.2.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References:

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

5.3 Unbundled Channelization (Multiplexing). To the extent that NationNET is purchasing High Capacity Transport pursuant to Exhibit B hereof, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed NationNET may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.3.1 The following COCI will be available: voice grade, digital data and ISDN.

5.3.2 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, NationNET's channelization equipment must adhere strictly to form and protocol standards. NationNET must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

## **6 Call Related Databases**

6.1 911 and E911 Databases. BellSouth shall provide NationNET with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).

6.1.1 Automatic Location Identification/Data Management Systems (ALI/DMS). The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. NationNET will be required to provide BellSouth daily updates to E911 database. NationNET shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

6.1.2 Technical Requirements. BellSouth shall provide NationNET the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to NationNET after NationNET provides End User information for input into the ALI/DMS database.

- 6.1.2.1 NationNET shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

## **7 White Pages Listings**

- 7.1 BellSouth shall provide NationNET and its End Users access to white pages directory listings under the following terms:
- 7.1.2 Listings. NationNET shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NationNET residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between NationNET and BellSouth End Users. NationNET shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.1.3 Unlisted/Non-Published End Users. NationNET will be required to provide to BellSouth the names, addresses and telephone numbers of all NationNET End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 7.1.4 Inclusion of NationNET End Users in Directory Assistance Database. BellSouth will include and maintain NationNET End User listings in BellSouth's Directory Assistance databases. NationNET shall provide such Directory Assistance listings to BellSouth at no charge.
- 7.1.5 Listing Information Confidentiality. BellSouth will afford NationNET's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 7.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 7.1.7 Rates. So long as NationNET provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to NationNET one (1) basic White Pages directory listing per NationNET End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order

charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.

- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to NationNET End User at no charge or as specified in a separate agreement between NationNET and BellSouth's agent.
- 7.3 Procedures for submitting NationNET Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 NationNET authorizes BellSouth to release all NationNET SLI provided to BellSouth by NationNET to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST, as the same may be amended from time to time. Such NationNET SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to NationNET for BellSouth's receipt of NationNET SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NationNET's SLI, or costs on an ongoing basis to administer the release of NationNET SLI, NationNET shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of NationNET's SLI, NationNET will be notified. If NationNET does not wish to pay its proportionate share of these reasonable costs, NationNET may instruct BellSouth that it does not wish to release its SLI to independent publishers, and NationNET shall amend this Agreement accordingly. NationNET will be liable for all costs incurred until the effective date of the amendment.
- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by NationNET under this Agreement. NationNET shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NationNET listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to NationNET any

complaints received by BellSouth relating to the accuracy or quality of NationNET listings.

- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

NETWORK ELEMENTS & OTHER SERVICES - Alabama														Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Web site: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																		
		OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only							SOME C		3.50	0.00	3.50	0.00				
		OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only							SOMAN		15.66	0.00	1.97	0.00				
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
								UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA										
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day							SDASP		200.00							
ORDER MODIFICATION CHARGE																		
		Order Modification Charge (OMC)									35.13	0.00	0.00	0.00				
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00				
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		



NETWORK ELEMENTS & OTHER SERVICES - Alabama													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC		RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring First	Nonrecurring Add'l						
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30					
		2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30					
		2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30					
		2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30					
		2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30					
		2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30					
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.93	0.88							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.16	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.85	19.85							
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94							
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.44								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15							
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09								
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15					
		2 Wire Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15					
		2 Wire Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15					
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.93	0.88							
		Manual Order Coordination 2 Wire Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.15								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.44								
		Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.16	0.00							
		Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.85	19.85							
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43							
UNBUNDLED EXCHANGE ACCESS LOOP																
		2-WIRE ANALOG VOICE GRADE LOOP														
		2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44					
		2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44					
		2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44					
		2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44					
		2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44					
		2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44					
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36							
		Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.21	1.10							
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog VG Loop-Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50					
		4-Wire Analog VG Loop-Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50					
		4-Wire Analog VG Loop-Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50					

NETWORK ELEMENTS & OTHER SERVICES - Alabama												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			

NETWORK ELEMENTS & OTHER SERVICES - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis						
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50					
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44					
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44					
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
		4-WIRE COPPER LOOP														
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73					
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73					
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1	I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2	I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3	I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		97.23	42.48							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.09								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2 Wire pair less than or equal to 18k ft. per Unbundled Loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft. per Unbundled Loop	I		UHL, UCL, UEA	ULM4L		0.00	0.00							

NETWORK ELEMENTS & OTHER SERVICES - Alabama														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS			Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ,ULS,UEA, UEANL, UEPSR, UEPSB	ULMBT			32.41	32.41							
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA			244.42								
		Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up	I		UEANL	USBSB			22.64								
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC			177.45								
		Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up	I		UEANL	USBSD			55.15								
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
		Loop Testing-Basic 1st Half Hour			UEF	URET1		34.16	0.00								
		Loop Testing-Basic Additional Half Hour			UEF	URETA		19.85	19.85								
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11								
Unbundled Network Terminating Wire (UNTW)																	
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01									
Network Interface Device (NID)																	
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		43.23	28.38								
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		63.97	49.11								
		Network Interface Device Cross Connect-2 W			UENTW	UNDC2		5.87	5.87								

NETWORK ELEMENTS & OTHER SERVICES - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		Network Interface Device Cross Connect-4W								5.87	5.87						
UNE OTHER, PROVISIONING ONLY - NO RATE																	
						UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN		0.00	0.00							
		Unbundled Contact Name, Provisioning Only-no rate															
		NID-Dispatch and Service Order for NID installation						UENTW	UNDBX	0.00	0.00						
		UNTW Circuit Establishment, Provisioning Only-No Rate						UENTW	UENCE	0.00	0.00						
LOOP MAKE-UP																	
		Loop Makeup-Preordering Without Reservation, per working or spare facility queried (Manual).						UMK	UMKLW		20.00	20.00					
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).						UMK	UMKLP		21.00	21.00					
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)						UMK	UMKMQ		0.59	0.59					
LINE SHARING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity						ULS	ULSDA	155.97	188.79	0.00	177.98	0.00			
		Line Sharing Splitter, per System 24 Line Capacity						ULS	ULSDB	38.99	188.79	0.00	177.98	0.00			
		Line Sharing Splitter, Per System, 8 Line Capacity						ULS	ULSD8	12.73	377.58	0.00	355.96	0.00			
		Line Sharing-DLEC Owned Splitter in CO-CFA activator-deactivation (per LSOD)						ULS	ULSDG		86.47	0.00	49.84	0.00			
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																	
		Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2						ULS	ULSDC	0.61	18.51	10.60	10.01	4.92			
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSDT	5.60	18.51	10.60	10.01	4.92			
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSDT	8.40	18.51	10.60	10.01	4.92			
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter						ULS	ULSDS		16.39	8.19					
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter						ULS	ULSCS		16.39	8.19					
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2						ULS	ULSCC	0.61	47.44	19.31	20.02	9.83			
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)						ULS	ULSCT	5.60	47.44	19.31	20.02	9.83			
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)						ULS	ULSCT	8.40	47.44	19.31	20.02	9.83			
	MAINTENANCE																

NETWORK ELEMENTS & OTHER SERVICES - Alabama												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			

NETWORK ELEMENTS & OTHER SERVICES - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
		4-WireVG Loop in combination -Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		4-WireVG Loop in combination -Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		4-WireVG Loop in combination -Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Interoffice Transport-4-wire VG-Dedicated-Per Mile Per Month			UNCVX	1L5XX	0.008838										
		Interoffice Transport-4-wire VG-Dedicated- Facility Termination per month			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-4-wire 56 kbps combination-Per Mile per month			UNCDX	1L5XX	0.008838										
		Interoffice Transport-Dedicated-4-wire 56 kbps combination-Facility Termination per month			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		4-wire 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		4-wire 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-4-wire 64 kbps combination-Per Mile per month			UNCDX	1L5XX	0.008838										
		Interoffice Transport-Dedicated-4-wire 64 kbps combination-Facility Termination per month			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		First 4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		First 4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		First 4-wiree 56 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.008838										
		First 4-wire 56 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		First 4-wire 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		First 4-wire 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		First 4-wire 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		First l4-wire 65 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.008838										
		First 4-wire 64 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																



NETWORK ELEMENTS & OTHER SERVICES - Alabama													Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																	
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-2 wire/4-Wire VG							UNCVX	UNCCC	5.59	5.59	6.98	6.98				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps							UNCDX	UNCCC	5.59	5.59	6.98	6.98				
	MULTIPLEXERS																	
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for a Local Loop							UDL	1D1DD	1.12	6.58	4.72	0.00	0.00			
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUD	1D1DD	1.12	6.58	4.72	0.00	0.00			
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel System-per month for a Local Loop							UDN	UC1CA	2.41	6.58	4.72	0.00	0.00			
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel System-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUB	UC1CA	2.41	6.58	4.72	0.00	0.00			
		VG COCI-DS1 to DS0 Channel System-per month used for a Local Loop							UEA	1D1VG	0.53	6.58	4.72	0.00	0.00			
		VG COCI-DS1 to DS0 Channel System-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUC	1D1VG	0.53	6.58	4.72	0.00	0.00			
	Service Rearrangements																	
		NRC-Change in Facility Assignment per circuit Service Rearrangement				I			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD	270.08	47.13						
		NRC-Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)				I			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB	1.28	1.28						
		NRC-Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)				i			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE	1.64	1.64						
		NRC-Transfer of Ownership per circuit Project Management (15 + circuits)				I			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC	2.28	2.28						
LNP Query Service																		
		LNP Charge Per query							0.000757									
		LNP Service Establishment Manual							12.52		11.51							
		LNP Service Provisioning with Point Code Establishment							593.49	303.20	268.93	197.74						
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																		



NETWORK ELEMENTS & OTHER SERVICES - Kentucky														Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Web site: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEK rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																			
		OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only							SOMEK		3.50	0.00	3.50	0.00					
		OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only							SOMAN		7.86	0.00	0.99	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																	
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)									33.37	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			

NETWORK ELEMENTS & OTHER SERVICES - Kentucky												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l

NETWORK ELEMENTS & OTHER SERVICES - Kentucky												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						

NETWORK ELEMENTS & OTHER SERVICES - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECEC	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66					
		4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66					
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75							
		2-WIRE Unbundled COPPER LOOP														
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54					
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54					
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54					
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54					
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54					
		2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54					
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
		4-WIRE COPPER LOOP														
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69					
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69					
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69					
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69					
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		23.01								
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24							
		Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24							

NETWORK ELEMENTS & OTHER SERVICES - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47							
SUB-LOOPS																
	Sub-Loop Distribution															
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91							
		Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up	I		UEANL	USBSB		12.50	12.50							
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87							
		Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04							
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88					
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88					
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1		46.88	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA		24.16	24.16							
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90					
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90					
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							
		Loop Testing-Basic 1st Half Hour			UEF	URET1		46.88	0.00							
		Loop Testing-Basic Additional Half Hour			UEF	URETA		24.16	24.16							
	Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23							
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97							
	Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51							
	Network Interface Device (NID)															
		Network Interface Device (NID)-1-2 lines			UENTW	UND12		73.53	49.47							
		Network Interface Device (NID)-1-6 lines			UENTW	UND16		115.96	91.91							
		Network Interface Device Cross Connect-2 W			UENTW	UNDC2		8.56	8.56							

NETWORK ELEMENTS & OTHER SERVICES - Kentucky												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Network Interface Device Cross Connect-4W				UENTW	UNDC4		8.56	8.56							
UNE OTHER, PROVISIONING ONLY - NO RATE																	
						UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only-no rate															
		NID-Dispatch and Service Order for NID installation				UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Establishment, Provisioning Only-No Rate				UENTW	UENCE	0.00	0.00								
LOOP MAKE-UP																	
		Loop Makeup-Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		23.40	23.40							
		Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		24.85	24.85							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)				UMK	UMKMQ		0.67	0.67							
LINE SHARING																	
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	198.83	379.05	0.00	358.55	0.00					
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	49.71	379.05	0.00	358.55	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity				ULS	ULSD8	16.94	377.71	0.00	357.29	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activator-deactivation (per LSOD)				ULS	ULSDG		173.62	0.00	100.40	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																	
		Line Sharing -per Line Activation (BST Owned splitter)-OBSOLETE see **NOTE 2				ULS	ULSDC	0.61	37.16	21.28	20.17	9.90					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)				ULS	ULSDT	5.29	37.16	21.28	20.17	9.90					
		Line Share Service, TRO per line activation, BST owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)				ULS	ULSDT	7.94	37.16	21.28	20.17	9.90					
		Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)				ULS	ULSDS		32.90	16.43							
		Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)				ULS	ULSCS		32.90	16.43							
		Line Sharing- per Line Activation (DLEC owned Splitter)-OBSOLETE see **NOTE 2				ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)				ULS	ULSCT	5.29	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter-Central Office Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)				ULS	ULSCT	7.94	47.44	19.31	20.67	12.74					
	MAINTENANCE																

NETWORK ELEMENTS & OTHER SERVICES - Kentucky												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
									80.00	55.00								
									120.00	82.50								
									160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																		
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	



NETWORK ELEMENTS & OTHER SERVICES - Kentucky												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WireVG Loop in combination -Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4-WireVG Loop in combination -Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4-WireVG Loop in combination -Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Interoffice Transport-4-wire VG-Dedicated-Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport-4-wire VG-Dedicated- Facility Termination per month			UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4-wire 56 kbps combination-Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4-wire 56 kbps combination-Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-4-wire 64 kbps combination-Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport-Dedicated-4-wire 64 kbps combination-Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		First 4-wire 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		First 4-wire 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		First 4-wiree 56 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.01										
		First 4-wire 56 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		First 4-wire 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		First 4-wire 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		First l4-wire 65 kbps Interoffice Transport-Dedicated-Per Mile per month			UNCDX	1L5XX	0.01										
		First 4-wire 64 kbps Interoffice Transport-Dedicated-Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	11.17	11.17						
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																



NETWORK ELEMENTS & OTHER SERVICES - Kentucky											Attachment: 2		Exhibit: A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)						
										First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-2 wire/4-Wire VG						UNCVX	UNCCC	8.98	8.98	11.17	11.17							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps						UNCDX	UNCCC	8.98	8.98	11.17	11.17							
MULTIPLEXERS																				
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for a Local Loop						UDL	1D1DD	1.32	10.07	7.08								
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUD	1D1DD	1.32	10.07	7.08								
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month for a Local Loop						UDN	UC1CA	2.84	10.07	7.08								
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUB	UC1CA	2.84	10.07	7.08								
		VG COCI-DS1 to DS0 Channel System-per month used for a Local Loop						UEA	1D1VG	0.6228	10.07	7.08								
		VG COCI-DS1 to DS0 Channel System-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation						U1TUC	1D1VG	0.6228	10.07	7.08								
Service Rearrangements																				
		NRC-Change in Facility Assignment per circuit Service Rearrangement				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.66	47.05								
		NRC-Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28								
		NRC-Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)				i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.63	1.63								
		NRC-Transfer of Ownership per circuit Project Management (15 + circuits)				I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.30	2.30								
LNP Query Service																				
		LNP Charge Per query								0.0008695										
		LNP Service Establishment Manual								13.82	13.82	12.71	12.71							
		LNP Service Provisioning with Point Code Establishment								953.27	487.00	431.95	317.61							
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																				

NETWORK ELEMENTS & OTHER SERVICES - South Carolina													Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of acombination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Web site: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																				
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																				
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECE rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																				
		OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only									SOMECE		3.50	0.00	3.50	0.00				
		OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only									SOMAN		15.69	0.00	1.97	0.00				
UNE SERVICE DATE ADVANCEMENT CHARGE																				
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																				
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																		
ORDER MODIFICATION CHARGE																				
		Order Modification Charge (OMC)											26.21	0.00	0.00	0.00				
		Order Modification Additional Dispatch Charge (OMCAD)											150.00	0.00	0.00	0.00				
UNBUNDLED EXCHANGE ACCESS LOOP																				
2-WIRE ANALOG VOICE GRADE LOOP																				

NETWORK ELEMENTS & OTHER SERVICES - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.81	8.96								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I. )			UEANL	UEANM		13.47	13.47								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Manual Order Coordination 2 Wire Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.47	13.47								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.24	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog VG Loop-Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog VG Loop-Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog VG Loop-Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						

NETWORK ELEMENTS & OTHER SERVICES - South Carolina											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.82	44.25								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						

NETWORK ELEMENTS & OTHER SERVICES - South Carolina											Attachment: 2		Exhibit: A			
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						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		18.13									
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
	Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								

NETWORK ELEMENTS & OTHER SERVICES - South Carolina														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT			32.48	32.48							
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA			241.42	241.42							
		Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up	I		UEANL	USBSB			22.69	22.69							
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC			177.84	177.84							
		Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up	I		UEANL	USBSD			55.58	55.58							
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	8.87		65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	12.58		65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	14.79		65.94	31.03	45.35	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			8.17	8.17							
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 1		1	UEANL	USBN4	14.11		79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 2		2	UEANL	USBN4	19.40		79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog VG Loop -Zone 3		3	UEANL	USBN4	18.90		79.21	44.29	49.82	9.09					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			8.17	8.17							
		Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41		53.13	18.21	45.35	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			8.17	8.17							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36		59.38	24.47	49.82	9.09					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			8.17	8.17							
		Loop Testing-Basic 1st Half Hour			UEANL	URET1			34.23	0.00							
		Loop Testing-Basic Additional Half Hour			UEANL	URETA			19.90	19.90							
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	7.11		65.94	31.03	45.35	6.71					
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	9.83		65.94	31.03	45.35	6.71					
		2 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	10.48		65.94	31.03	45.35	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			8.17	8.17							
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	7.85		79.21	44.29	49.82	9.09					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	14.17		79.21	44.29	49.82	9.09					
		4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	12.64		79.21	44.29	49.82	9.09					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			8.17	8.17							
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL			8.95	0.88							
		Loop Testing-Basic 1st Half Hour			UEF	URET1			34.23	0.00							
		Loop Testing-Basic Additional Half Hour			UEF	URETA			19.90	19.90							
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X			176.17	5.11							
		Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X			176.17	5.11							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT			278.82	6.13							
Unbundled Network Terminating Wire (UNTW)																	
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303		30.20	30.20							
Network Interface Device (NID)																	
		Network Interface Device (NID)-1-2 lines			UENTW	UND12			43.68	28.79							
		Network Interface Device (NID)-1-6 lines			UENTW	UND16			64.42	49.53							
		Network Interface Device Cross Connect-2 W			UENTW	UNDC2			5.92	5.92							

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

NETWORK ELEMENTS & OTHER SERVICES - South Carolina														Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Dis							OSS Rates(\$)
										First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		No Trouble Found-per 1/2 hour increments-Basic								80.00	55.00								
		No Trouble Found-per 1/2 hour increments-Overtime								120.00	82.50								
		No Trouble Found-per 1/2 hour increments-Premium								160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																			
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
		Interoffice Channel-Dedicated Transport-2W VG-Per Mile per month				U1TVX	1L5XX	0.0167											
		Interoffice Channel-Dedicated Transport- 2- Wire VG-Facility Termination				U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91							
		Interoffice Channel -Dedicated Transpor t- 2W VG Rev Bat.-Per Mile per month				U1TVX	1L5XX	0.0167											
		Interoffice Channel-Dedicated Transport- 2- Wire VG Rev Bat.-Facility Termination				U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91							
		Interoffice Channel -Dedicated Transport-4-Wire VG-Per Mile per month				U1TVX	1L5XX	0.0167											
		Interoffice Channel -Dedicated Transport-4- Wire VG-Facility Termination				U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91							
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per month				U1TDX	1L5XX	0.0167											
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination				U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91							
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per month				U1TDX	1L5XX	0.0167											
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination				U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91							
SIGNALING (CCS7)																			
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1				UDB	TPP6A	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3				UDB	TPP9A	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1				UDB	TPP6B	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3				UDB	TPP9B	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Termination, Per STP Port				UDB	PT8SX	163.49											
		CCS7 Signaling Usage Surrogate, per link per LATA				UDB	STU56	791.37											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected				UDB	CCAPO		29.08	29.08	35.65	35.65							
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected				UDB	CCAPD		29.08	29.08	35.65	35.65							
SELECTIVE ROUTING																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch								84.89	84.89	14.14	14.14						
ENHANCED EXTENDED LINK (EELs)																			
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																			
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																			
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																			
		2WVG Loop in combination-Zone 1			1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61							
		2WVG Loop in combination-Zone 2			2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61							
		2WVG Loop in combination-Zone 3			3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61							
		Interoffice Transport-2W VG-Dedicated- Per Mile Per Month				UNCVX	1L5XX	0.0134											
		Interoffice Transport-2W VG-Dedicated-Facility Termination per month				UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNCVX	UNCCC		5.61	5.61	7.00	7.00							



NETWORK ELEMENTS & OTHER SERVICES - South Carolina												Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
			</															

NETWORK ELEMENTS & OTHER SERVICES - South Carolina														Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
									Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																	
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-2 wire/4-Wire VG							UNCVX	UNCCC	5.61	5.61	7.00	7.00					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps							UNCDX	UNCCC	5.61	5.61	7.00	7.00					
		MULTIPLEXERS																	
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for a Local Loop							UDL	1D1DD	1.19	6.59	4.73						
		OCU-DP COCI (data)-DS1 to DS0 Channel System-per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUD	1D1DD	1.19	6.59	4.73						
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month for a Local Loop							UDN	UC1CA	2.56	6.59	4.73						
		2W ISDN COCI (BRITE)-DS1 to DS0 Channel Systsem-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUB	UC1CA	2.56	6.59	4.73						
		VG COCI-DS1 to DS0 Channel System-per month used for a Local Loop							UEA	1D1VG	0.56	6.59	4.73						
		VG COCI-DS1 to DS0 Channel System-per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation							U1TUC	1D1VG	0.56	6.59	4.73						
		Service Rearrangements																	
		NRC-Change in Facility Assignment per circuit Service Rearrangement					I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETD		269.90	47.10						
		NRC-Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)					I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		1.28	1.28						
		NRC-Transfer of Ownership per circuit Service Rearrangement (1-14 circuits)					i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		1.63	1.63						
		NRC-Transfer of Ownership per circuit Project Management (15 + circuits)					I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETC		2.30	2.30						
LNP Query Service																			
		LNP Charge Per query								0.0008837									
		LNP Service Establishment Manual									25.09	25.09	23.07	23.07					
		LNP Service Provisioning with Point Code Establishment									594.82	303.88	269.53	198.18					
Note: Rates displaying an "R" in interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																			

## **2. Unbundled Loops**

### **2.1 General**

2.1.1 For this Exhibit, the local loop Network Element (“Loop”) is defined as a transmission facility (i.e., DS1, DS3 or STS-1) between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

### **2.3 Unbundled Digital Loops**

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

- 2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

## **2.8.7 Dark Fiber Loop**

- 2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network, i.e., the distribution frame in BellSouth's central office and the loop demarcation point at an End User's premises. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for NationNET to utilize Dark Fiber Loops.

### **2.8.7.4 Requirements**

- 2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.
- 2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NationNET's request subject to time and materials charges.
- 2.8.7.4.3 NationNET is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to NationNET information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry (SI) from NationNET.
- 2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to NationNET within twenty (20) business days after NationNET submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable NationNET to connect or splice NationNET

provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

#### **4. Local Switching**

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in Attachment 2, Section 1.7 to NationNET for the provision of a telecommunications service. .

#### **4.2 Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the NBR process.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to NationNET's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill NationNET the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local

calls and NationNET shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

4.2.11.1 Charges for Unbundled Port are as set forth in Exhibit C, and as specified in such exhibit, may or may not include individual features.

4.2.11.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.11.3 Any features that are not currently available but are technically feasible through the switch can be requested through the NBR process.

4.2.11.4 BellSouth will provide to NationNET selective routing of calls to a requested Operator System platform pursuant to Section 4 of this Exhibit B. Any other routing requests by NationNET will be made pursuant to the NBR Process as set forth in Attachment 11.

4.2.12 **Provision for Local Switching**

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

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

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to NationNET all AIN triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by NationNET.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 NationNET shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit C. BellSouth shall provide the following local switching interfaces:

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

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

4.2.14 **Remote Call Forwarding**

4.2.14.1 As an option, BellSouth shall make available to NationNET an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, NationNET will ensure that the following conditions are satisfied:

4.2.14.1.1 That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.2.14.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.2.14.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.2.14.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.2.14.1.5 In addition to the charge for the URCF service port, BellSouth shall charge NationNET the rates set forth in Exhibit A for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.3 **Tandem Switching**

- 4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.1.1 Where NationNET utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 4.3.2 Technical Requirements
- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
- 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by NationNET and BellSouth;
- 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
- 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and



- 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to NationNET.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll-free traffic received from NationNET's local switch.
- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.3.3 Upon NationNET's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for NationNET's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of NationNET. AIN Selective Carrier Routing will provide NationNET with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 NationNET shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by NationNET, the routing of NationNET's end user calls shall be pursuant to information provided by NationNET and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, NationNET shall remit to BellSouth the Regional Service Order non-recurring charges set forth

in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each NationNET end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment. NationNET shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN\_SCR Central Office Identification Form - Form C, AIN\_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to NationNET's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to NationNET, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to NationNET following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to NationNET following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to NationNET following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

## **5. Unbundled Network Element Combinations**

- 5.3.8 **Rates.** For this Exhibit B, EELS will be provided at the rates in Exhibit C.

### **5.6 UNE Port/Loop Combinations**

- 5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary

carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

- 5.6.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
- 5.6.2.1 Except as set forth in section 5.6.3 below, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit C.
- 5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in a separately negotiated agreement.
- 5.6.4 Combination Offerings
  - 5.6.4.1 2-wire voice grade port, voice grade loop, 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.
  - 5.6.4.2 2-wire voice grade Coin port, voice grade loop, 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.
  - 5.6.4.3 2-wire voice grade DID port, voice grade loop, 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.
  - 5.6.4.4 2-wire CENTREX port, voice grade loop, 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.
  - 5.6.4.5 2-wire ISDN Basic Rate Interface, voice grade loop, 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.

## **6. Transport, Channelization and Dark Fiber**

- 6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
- 6.1.1.3 Common (Shared) transport, for use only with Local Switching, is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
- 8.3.1 Technical Requirements of Common (Shared) Transport
- 6.1.2 Common (Shared) Transport provided on DS1 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.
- 6.1.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
- 6.1.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.
- 6.2 Dedicated Transport**
- 6.2.1.3 BellSouth shall offer Dedicated Transport as a circuit (i.e., DS1, DS3 or STS-1) dedicated to NationNET.
- 8.3.1 Technical Requirements
- 6.2.2 The entire designated transmission service (i.e., DS1, DS3 or STS-1) shall be dedicated to NationNET designated traffic.
- 6.2.2 For DS1 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.
- 6.2.2 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.

- 6.2.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
  - 6.2.2.4.2 DS1;
  - 6.2.2.4.3 DS3; and
  - 6.2.2.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.2.7 BellSouth Technical References:
  - 6.2.2.7.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.
  - 6.2.2.7.3 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.4 **Dark Fiber Transport (Transport as defined in Attachment 2, Section 5.1)**
  - 6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network, i.e., between BellSouth's wire centers or switches. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for NationNET to utilize Dark Fiber Transport.
  - 6.4.3 Requirements
    - 6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
    - 6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NationNET's request subject to time and materials charges.

- 6.4.3.3 NationNET is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.4.3.4 BellSouth shall use its best efforts to provide to NationNET information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from NationNET. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to NationNET within twenty (20) business days after NationNET submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable NationNET to connect or splice NationNET provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

## **7 BellSouth Switched Access (“SWA”) 8XX Toll Free Dialing Ten Digit Screening Service**

- 7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (“8XX SCP Database”) is a Signaling control Point (“SCP”) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (“SSP”) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (“8XX TFD Service”) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At NationNET’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by NationNET.
- 7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

## **8 Line Information Database (LIDB)**

- 8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, NationNET must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards.

The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of NationNET customer records will be missing from LIDB, as measured by NationNET audits. BellSouth will audit NationNET records in LIDB against DBAS to identify record mismatches and provide this data to a designated NationNET contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to NationNET within one business day of audit. Once reconciled records are received back from NationNET, BellSouth will update LIDB the same business

day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact NationNET to negotiate a time frame for the updates, not to exceed three business days.

- 8.2.10 BellSouth shall perform backup and recovery of all of NationNET's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.11 BellSouth shall provide NationNET with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between NationNET and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of NationNET data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by NationNET in writing.
- 8.2.13 BellSouth shall provide NationNET performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by NationNET at least at parity with BellSouth Customer Data. BellSouth shall obtain from NationNET the screening information associated with LIDB Data Screening of NationNET data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to NationNET under the NBR process as set forth in Attachment 11.
- 8.2.14 BellSouth shall accept queries to LIDB associated with NationNET customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
  - 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
  - 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.



- 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 8.3.5 The application of the LIDB rates contained in Exhibit C to this Attachment will be based on a Percent CLEC LIDB Usage ("PCLU") factor. NationNET shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. NationNET shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

## **9. Signaling**

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

### **9.2 Signaling Link Transport**

- 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between NationNET-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.2.2 Technical Requirements
  - 9.2.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
    - 9.2.2.1.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
    - 9.2.2.1.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
  - 9.2.2.2 Signaling Link Transport shall consist of two or more signaling link layers as follows:

- 9.2.2.2.1 An A-link layer shall consist of two links.
- 9.2.2.2.2 A B-link layer shall consist of four links.
- 9.2.2.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 9.2.2.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 9.2.2.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.3 Interface Requirements
  - 9.2.3.1 There shall be a DS1 (1.544 Mbps) interface at NationNET's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

### **9.3 Signaling Transfer Points (STPs)**

- 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.3.2 Technical Requirements
  - 9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
  - 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a NationNET local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between NationNET local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a NationNET or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a NationNET database, then NationNET agrees to provide BellSouth with the Destination Point Code for NationNET database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a NationNET or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 9.4 **SS7 Advanced Intelligent Network (AIN) Access**
- 9.4.1 When technically feasible and upon request by NationNET, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with NationNET's SS7 network to exchange TCAP queries and responses with a NationNET SCP.
- 9.4.2 SS7 AIN Access shall provide NationNET SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and NationNET SS7

Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the NationNET SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect NationNET or NationNET-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from NationNET local switching systems; and,

9.4.3.1.2 A B-link interface from NationNET local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

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

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

9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from NationNET from any signaling point or

network interconnected through BellSouth's SS7 network where the NationNET SCP has a valid signaling relationship.

9.5 **Service Control Points/Databases**

9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.4 **For Use with an Unbundled Port**

10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for NationNET to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

- 10.4.4.2 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.4.4.3 Where available, NationNET specific and unique line class codes are programmed in each BellSouth end office switch where NationNET intends to serve end users with customized OS/DA branding. The line class codes specifically identify NationNET's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and NationNET intends to provide NationNET -branded OS/DA to its end users in these multiple rate areas.
- 10.4.4.4 BellSouth Branding is the Default Service Level.
- 10.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require NationNET to order dedicated trunking from each BellSouth end office identified by NationNET, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the NationNET Operator Service Provider for Self Branding. Separate trunk groups are required for OS and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by NationNET to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

## **12. Calling Name (CNAM) Database Service**

- 12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides NationNET the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 NationNET shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than

60 days prior to NationNET's access to BellSouth's CNAM Database Services and shall be addressed to NationNET's Account Manager.

- 12.3 BellSouth's provision of CNAM Database Services to NationNET requires interconnection from NationNET to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, NationNET shall provide its own CNAM SSP. NationNET's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If NationNET elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that NationNET desires to query.
- 12.6 If NationNET queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by NationNET for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by NationNET in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of NationNET to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 NationNET CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth

CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide NationNET the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to NationNET. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.3 BellSouth SCP shall partition and protect NationNET service logic and data from unauthorized access.
- 13.4 When NationNET selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable NationNET to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 NationNET access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow NationNET to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.



UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30								
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30								
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30								
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30								
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30								
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30								
UNBUNDLED EXCHANGE ACCESS LOOP																			
4-WIRE DS1 DIGITAL LOOP																			
		4-Wire DS1 Digital Loop-Zone 1		1	USL, NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71								
		4-Wire DS1 Digital Loop-Zone 2		2	USL, NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71								
		4-Wire DS1 Digital Loop-Zone 3		3	USL, NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71								
		Order Coordination for Specified Conversion Time (per LSR)			USL, NTCD1	OCOSL		18.09											
		CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.09	43.05										
UNE OTHER, PROVISIONING ONLY - NO RATE																			
					UAL,UCL,UDC,UDL,UDN,UEA,UHL,USL, NTCD1	UNECN	0.00	0.00											
		Unbundled Contact Name, Provisioning Only-no rate																	
		Unbundled DS1 Loop-Superframe Format Option-no rate			USL, NTCD1	CCOSF	0.00	0.00											
		Unbundled DS1 Loop-Expanded Superframe Format option-no rate			USL, NTCD1	CCOEF	0.00	0.00											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
		High Capacity Unbundled Local Loop-DS3-Per Mile per month			UE3	1L5ND	8.38												
		High Capacity Unbundled Local Loop-DS3-Facility Termination per month			UE3	UE3PX	308.98	451.52	263.94	119.49	83.58								
		High Capacity Unbundled Local Loop-ST3-1-Per Mile per month			UDLSX	1L5ND	8.38												
		High Capacity Unbundled Local Loop-ST3-1-Facility Termination per month			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58								
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
		Line Splitting-per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61												
		Line Splitting-per line activation BST owned-physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83								
		Line Splitting-per line activation BST owned-virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83								
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			U1TD1	1L5XX	0.18												
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44								
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			U1TD3	1L5XX	4.09												
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			U1TD3	U1TF3	703.52	278.75	162.76	60.20	28.46								
		Interoffice Channel-Dedicated Transport-ST3-1-Per Mile per month			U1TS1	1L5XX	4.09												
		Interoffice Channel-Dedicated Transport-ST3-1-Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	28.46								
DARK FIBER																			
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Interoffice Channel			UDF, UDFCX	1L5DF	23.29												
		NRC Dark Fiber-Interoffice Channel			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66								
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Local Loop			UDF, UDFCX	1L5DL	60.32												
		NRC Dark Fiber-Local Loop			UDF, UDFCX	UDFL4		639.09	137.87	317.06	197.66								

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call					0.00056										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.58	0.44								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations						5.94	0.81	4.57	0.54						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.94	0.81	4.57	0.54						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.58	1.29								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.02	1.73								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.02	0.44								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.58									
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery					0.000565										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery					0.000565										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query					0.00002										
		LIDB Validation Per Query					0.012002										
		LIDB Originating Point Code Establishment or Change			OQU	NRBPX		34.32		42.08							
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility					15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000142										
		CCS7 Signaling Usage, Per TCAP Message					0.0000569										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Usage, Per ISUP Message					0.0000142										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners-Service Establishment						22.95		21.11							
		CNAM For Non DB Owners-Service Establishment						22.95		21.11							
		CNAM For DB Owners-Service Provisioning With Point Code Establishment						990.88	732.84	268.93	197.74						
		CNAM For Non DB Owners-Service Provisioning With Point Code Establishment						342.33	245.14	275.25	197.74						
		CNAM for DB Owners, Per Query					0.000902										
		CNAM for Non DB Owners, Per Query					0.000902										
LNP Query Service																	
		LNP Charge Per query					0.000757										
		LNP Service Establishment Manual						12.52		11.51							
		LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74						
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
VIRTUAL COLLOCATION																	

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment						101,098.91		8,590.70							
		End Office Establishment						169.88	169.88	1.70	1.70						
		Query NRC, per query					0.002749										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service-Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.44	39.44	40.69	40.69						
		AIN SMS Access Service-Port Connection-Dial/Shared Access			A1N	CAMDP		7.83	7.83	9.09	9.09						
		AIN SMS Access Service-Port Connection-ISDN Access			A1N	CAM1P		7.83	7.83	9.09	9.09						
		AIN SMS Access Service-User Identification Codes-Per User ID Code			A1N	CAMAU		35.00	35.00	27.06	27.06						
		AIN SMS Access Service-Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.88	41.88	11.71	11.71						
		AIN SMS Access Service-Storage, Per Unit (100 Kilobytes)					0.002188										
		AIN SMS Access Service-Session, Per Minute					0.59										
		AIN SMS Access Service-Company Performed Session, Per Minute					0.73										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service-Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.44	39.44	40.69	40.69						
		AIN Toolkit Service-Training Session, Per Customer						4,202.17	4,202.17								
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Term. Attempt						7.83	7.83	9.09	9.09						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay						7.83	7.83	9.09	9.09						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate						7.83	7.83	9.09	9.09						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP						34.47	34.47	14.36	14.36						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, CDP						34.47	34.47	14.36	14.36						
		AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Feature Code						34.47	34.47	14.36	14.36						
		AIN Toolkit Service-Query Charge, Per Query					0.05										
		AIN Toolkit Service-Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.00582										
		AIN Toolkit Service-SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.05										
		AIN Toolkit Service-Monthly report-Per AIN Toolkit Service Subscription			CAM	BAPMS	10.17	7.83	7.83	5.50	5.50						
		AIN Toolkit Service-Special Study-Per AIN Toolkit Service Subscription			CAM	BAPLS	2.87	8.66	8.66								
		AIN Toolkit Service-Call Event Report-Per AIN Toolkit Service Subscription			CAM	BAPDS	7.39	7.83	7.83	5.50	5.50						
		AIN Toolkit Service-Call Event Special Study-Per AIN Toolkit Service Subscription			CAM	BAPES	0.10	8.66	8.66								
ENHANCED EXTENDED LINK (EELs)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		First 2-Wire VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		First 2-Wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.18										
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		VG COCI-Per Month			UNCVX	1D1VG	0.53	6.58	4.72								
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		VG COCI-Per Month			UNCVX	1D1VG	0.53	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		First 4-Wire Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		First 4-Wire Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		VG COCI in combination-per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Additional VG COCI in combination-per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Additional OCU-DP COCI (data)-in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: C		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Additional OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		4-Wire DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
		4-Wire DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
		4-Wire DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
		First DS1Loop in Combination-Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
		First DS1Loop in Combination-Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
		First DS1Loop in Combination-Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
		Interoffice Transport-Dedicated-DS3 combination-Per Mile Per Month			UNC3X	1L5XX	4.09										
		Interoffice Transport-Dedicated-DS3-Facility Termination per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46						
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
		DS3 Local Loop in combination-per mile per month			UNC3X	1L5ND	8.38										
		DS3 Local Loop in combination-Facility Termination per month			UNC3X	UE3PX	308.98	451.52	263.94	119.49	83.58						
		Interoffice Transport-Dedicated-DS3-Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport-Dedicated-DS3 combination-Facility Termination per per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																	
		STS-1 Local Lolp in combination-per mile per month			UNCSX	1L5ND	8.38										
		STS-1 Local Loop in combination-Facility Termination per month			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58						
		Interoffice Transport-Dedicated-STs-1 combination-per mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport-Dedicated-STs-1 combination-Facility Termination per month			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98						

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)						
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																			
	First 2-Wire ISDN Loop in Combination-Zone 1					1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54							
	First 2-Wire ISDN Loop in Combination-Zone 2					2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54							
	First 2-Wire ISDN Loop in Combination-Zone 3					3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54							
	Interoffice Transport-Dedicated-DS1 combination-per mile per month						UNC1X	1L5XX	0.18											
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month						UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44							
	1/0 Channel System in combination-per month						UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79							
	2-wire ISDN COCI (BRITE)-in combination-per month						UNCNX	UC1CA	2.41	6.58	4.72									
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1					1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54							
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2					2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54							
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3					3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54							
	Additional 2-wire ISDN COCI (BRITE)-in combination- per month						UNCNX	UC1CA	2.41	6.58	4.72									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge						UNC1X	UNCCC		5.59	5.59	6.98	6.98							
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																			
	First DS1 Loop Combination-Zone 1					1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71							
	First DS1 Loop Combination-Zone 2					2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71							
	First DS1 Loop Combination-Zone 3					3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71							
	Interoffice Transport-Dedicated-STS-1 combination-Per Mile Per Month						UNCSX	1L5XX	4.09											
	Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month						UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46							
	3/1 Channel System in combination per month						UNCSX	MQ3	166.13	178.14	93.97	33.26	31.83							
	DS1 COCI in combination per month						UNC1X	UC1D1	12.70	6.58	4.72									
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 1					1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71							
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 2					2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71							
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 3					3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71							
	DS1 COCI in combination per month						UNC1X	UC1D1	12.70	6.58	4.72									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge						UNCSX	UNCCC		5.59	5.59	6.98	6.98							
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																			
	First 2-wire VG Loop (SL2) in Combination-Zone 1					1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44							
	First 2-wire VG Loop (SL2) in Combination-Zone 2					2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44							
	First 2-wire VG Loop (SL2) in Combination-Zone 3					3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44							
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile						UNC1X	1L5XX	0.18											
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month						UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44							
	Per each DS1 Channelization System Per Month						UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79							
	Per each VG COCI-Per Month per month						UNCVX	1D1VG	0.53	6.58	4.72									
	3/1 Channel System in combination per month						UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83							
	Per each DS1 COCI in combination per month						UNC1X	UC1D1	12.70	6.58	4.72									
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1					1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44							
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2					2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44							
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3					3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44							
	Each Additional VG COCI- in combination-per month						UNCVX	1D1VG	0.53	6.58	4.72									
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month						UNC1X	1L5XX	0.18											

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 4-Wire Analog VG Local Loop in Combination -Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		First 4-Wire Analog VG Local Loop in Combination -Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		First 4-Wire Analog VG Local Loop in Combination -Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		First Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Per each VG COCI in combination-per month			UNCVX	1D1VG	0.53	6.58	4.72								
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Additional VG COCI-in combination-per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		First Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72								

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Per each OCU-DP COCI (data) in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Additional OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.18										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Per each Channel System 1/0 in combination-per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Per each 2-wire ISDN COCI (BRITE) in combination-per month			UNCNX	UC1CA	2.41	6.58	4.72								
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.41	6.58	4.72								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										



UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.18									
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
	3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83					
	Per each DS1 COCI combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18									
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
ADDITIONAL NETWORK ELEMENTS															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS1			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS3			UNC3X	UNCCC		5.59	5.59	6.98	6.98					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-STS1			UNCSX	UNCCC		5.59	5.59	6.98	6.98					
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option-per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I					
	Clear Channel Capability Super FrameOption-per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I					
	Clear Channel Capability (SF/ESF) Option-Subsequent Activity-per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.85S	23.81S	1.99S	0.7741S						
	C-bit Parity Option-Subsequent Activity-per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3	219.13S	7.67S	0.7355S	0S						
MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79					
	DS3 to DS1 Channel System per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83					
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	166.13	178.14	93.97	33.26	31.83					
	DS1 COCI used with Loop per month			USL	UC1D1	12.70	6.58	4.72	0.00	0.00					
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	12.70	6.58	4.72	0.00	0.00					
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	Exchange Ports														
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports-2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.38	2.38	2.27	1.42	1.33					
	Exchange Ports-2-Wire Analog Line Port with Caller ID-Res.			UEPSR	UEPRC	1.38	2.38	2.27	1.42	1.33					
	Exchange Ports-2-Wire Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.38	2.38	2.27	1.42	1.33					

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports-2-Wire VG unbundled AL extended local dialing parity Port with Caller ID-Res.			UEPSR	UEPAR	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire VG Alabama Residence Dialing Plan without Caller Id			UEPSR	UEPWA	1.38	2.38	2.27	1.42	1.33					
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.38	2.38	2.27	1.42	1.33					
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00							
	FEATURES															
		All Available Vertical Features			UEPSR	UEPVF	1.98	0.00	0.00							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
		Exchange Ports-2-Wire Analog Line Port without Caller ID-Bus			UEPSB	UEPBL	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID-Bus.			UEPSB	UEPBC	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire VG unbundled AL extended local dialing parity Port with Caller ID-Bus.			UEPSB	UEPAW	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire VG unbundled incoming only port with Caller ID-Bus			UEPSB	UEPB1	1.38	2.38	2.27	1.42	1.33					
		Exchange Ports-2-Wire Voice Alabama Business Dialing Plan without Caller ID			UEPSB	UEPWB	1.38	2.38	2.27	1.42	1.33					
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.38	2.38	2.27	1.42	1.33					
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00							
	FEATURES															
		All Available Vertical Features			UEPSB	UEPVF	1.98	0.00	0.00							
	EXCHANGE PORT RATES (DID & PBX)															
		2-Wire VG Unbundled 2-Way PBX Trunk-Res			UEPSE	UEPRD	1.38	31.27	14.85	13.94	0.90					
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk-Bus			UEPSP	UEPPC	1.38	31.27	14.85	13.94	0.90					
		2-Wire VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.38	31.27	14.85	13.94	0.90					
		2-Wire VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.38	31.27	14.85	13.94	0.90					
		2-Wire Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90					
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.38	31.27	14.85	13.94	0.90					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.38	31.27	14.85	13.94	0.90					
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00							
	FEATURES															
		All Available Vertical Features			UEPSP UEPSE	UEPVF	1.98	0.00	0.00							
	EXCHANGE PORT RATES (COIN)															
		Exchange Ports-Coin Port					1.38	2.38	2.27	1.42	1.33					
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES															
		Exchange Ports-2-Wire DID Port			UEPEX	UEPP2	8.05	119.31	18.74	59.90	3.76					
		Exchange Ports-2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	9.79	72.77	52.99	47.79	10.74					
		All Features Offered			UEPTX, UEPSX	UEPVF	1.98	0.00	0.00							
		Exchange Ports-2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.38	2.38	2.27	1.42	1.33						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service -Conversion-Switch-as-is			UEPVR	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling-Bus			UEPVB	UERAC	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, Local Calling-Bus			UEPVB	UERLC	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, InterLATA-Bus			UEPVB	UERTE	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus			UEPVB	UERTR	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.38	2.38	2.27	1.42	1.33						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVB	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
	UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0007025										
	End Office Trunk Port-Shared, Per MOU					0.0001638										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000095										
	Tandem Trunk Port-Shared, Per MOU					0.0002015										
	Tandem Switching Function Per MOU (Melded)					0.000040993										
	Tandem Trunk Port-Shared, Per MOU (Melded)					0.000086947										
	Melded Factor: 43.15% of the Tandem Rate															
	Common Transport															
	Common Transport-Per Mile, Per MOU					0.0000023										
	Common Transport-Facilities Termination Per MOU					0.0003224										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					12.70										
	2-Wire VG Loop/Port Combo-Zone 2					21.19										
	2-Wire VG Loop/Port Combo-Zone 3					34.80										
	UNE Loop Rates															
	2-Wire VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	11.55										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	20.04										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port-residence			UEPRX	UEPRL	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundled port outgoing only-res			UEPRX	UEPRO	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG unbundled Alabama extended local dialing parity port with Caller ID-res			UEPRX	UEPAR	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	40.19	19.83	24.91	6.63						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPRX	UEPWA	1.15	40.19	19.83	24.91	6.63						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	40.19	19.83	24.91	6.63						
	FEATURES																
		All Features Offered			UEPRX	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2		0.10	0.10								
		2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPRX	USACC		0.10	0.10								
		2-Wire VG Loop / Line Port Platform-Installation Charge at QuickService location-Not Conversion of Existing Service			UEPRX	URECC		0.10									
	ADDITIONAL NRCs																
		2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog VG Extension Loop – Non-Design		1	UEPRX	UEAEN	12.58	37.81	17.56	23.49	5.30						
		2 Wire Analog VG Extension Loop – Non-Design		2	UEPRX	UEAEN	21.05	37.81	17.56	23.49	5.30						
		2 Wire Analog VG Extension Loop – Non-Design		3	UEPRX	UEAEN	34.34	37.81	17.56	23.49	5.30						
		2 Wire Analog VG Extension Loop – Design		1	UEPRX	UEAED	14.38	88.00	55.00	47.24	7.44						
		2 Wire Analog VG Extension Loop – Design		2	UEPRX	UEAED	22.85	88.00	55.00	47.24	7.44						
		2 Wire Analog VG Extension Loop – Design		3	UEPRX	UEAED	36.14	88.00	55.00	47.24	7.44						
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRX	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo-Zone 1					12.70										
		2-Wire VG Loop/Port Combo-Zone 2					21.19										
		2-Wire VG Loop/Port Combo-Zone 3					34.80										
	UNE Loop Rates																
		2-Wire VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	11.55										
		2-Wire VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	20.04										
		2-Wire VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	33.65										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID-bus			UEPBX	UEPBL	1.15	40.19	19.83	24.91	6.63						
		2-Wire voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	1.15	40.19	19.83	24.91	6.63						
		2-Wire voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG unbundled Alabama extended local dialing parity port with Caller ID-bus			UEPBX	UEPAW	1.15	40.19	19.83	24.91	6.63						
		2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPBX	UEPB1	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPBX	UEPWB	1.15	40.19	19.83	24.91	6.63						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	40.19	19.83	24.91	6.63						
	FEATURES																
		All Features Offered			UEPBX	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		0.10	0.10								
		2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPBX	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPBX	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPBX	UEAEN	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPBX	UEAEN	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPBX	UEAEN	34.34	37.81	17.56	23.49	5.30						
	2 Wire Analog VG Extension Loop – Design		1	UEPBX	UEAED	14.38	88.00	55.00	47.24	7.44						
	2 Wire Analog VG Extension Loop – Design		2	UEPBX	UEAED	22.85	88.00	55.00	47.24	7.44						
	2 Wire Analog VG Extension Loop – Design		3	UEPBX	UEAED	36.14	88.00	55.00	47.24	7.44						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPBX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPBX	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					12.70										
	2-Wire VG Loop/Port Combo-Zone 2					21.19										
	2-Wire VG Loop/Port Combo-Zone 3					34.80										
	UNE Loop Rates															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX	11.55										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX	20.04										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port-Res			UEPRG	UEPRD	1.15	69.08	32.41	37.43	6.20						
	FEATURES															
	All Features Offered			UEPRG	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USAC2		7.91	1.90								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC		7.81	1.90								
	ADDITIONAL NRCs															
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.32	7.32								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel VG, per termination		1	UEPRG	P2JHX	14.38	88.00	55.00	47.24	7.44						
	Local Channel VG, per termination		2	UEPRG	P2JHX	22.85	88.00	55.00	47.24	7.44						
	Local Channel VG, per termination		3	UEPRG	P2JHX	36.14	88.00	55.00	47.24	7.44						
	Non-Wire Direct Serve Channel VG		1	UEPRG	SDD2X	22.41	131.60	61.92	90.50	13.40						
	Non-Wire Direct Serve Channel VG		2	UEPRG	SDD2X	23.88	131.60	61.92	90.50	13.40						
	Non-Wire Direct Serve Channel VG		3	UEPRG	SDD2X	33.72	131.60	61.92	90.50	13.40						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRG	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRG	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					12.70										
	2-Wire VG Loop/Port Combo-Zone 2					21.19										
	2-Wire VG Loop/Port Combo-Zone 3					34.80										
	UNE Loop Rates															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPPX	UEPLX	11.55										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPPX	UEPLX	20.04										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPPX	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.15	69.08	32.41	37.43	6.20						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.15	69.08	32.41	37.43	6.20						
		Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	69.08	32.41	37.43	6.20						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	69.08	32.41	37.43	6.20						
	FEATURES																
		All Features Offered			UEPPX	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		7.91	1.90								
		2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC		7.91	1.90								
	ADDITIONAL NRCs																
		2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.32	7.32								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel VG, per termination		1	UEPPX	P2JHX	14.38	88.00	55.00	47.24	7.44						
		Local Channel VG, per termination		2	UEPPX	P2JHX	22.85	88.00	55.00	47.24	7.44						
		Local Channel VG, per termination		3	UEPPX	P2JHX	36.14	88.00	55.00	47.24	7.44						
		Non-Wire Direct Serve Channel VG		1	UEPPX	SDD2X	22.41	131.60	61.92	90.50	13.40						
		Non-Wire Direct Serve Channel VG		2	UEPPX	SDD2X	23.88	131.60	61.92	90.50	13.40						
		Non-Wire Direct Serve Channel VG		3	UEPPX	SDD2X	33.72	131.60	61.92	90.50	13.40						
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPPX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPPX	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					12.70										
		2-Wire VG Coin Port/Loop Combo – Zone 2					21.19										
		2-Wire VG Coin Port/Loop Combo – Zone 3					34.80										
	UNE Loop Rates																
		2-Wire VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	11.55										
		2-Wire VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	20.04										
		2-Wire VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	33.65										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	40.19	19.83	24.91	6.63						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	40.19	19.83	24.91	6.63						
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	40.19	19.83	24.91	6.63						
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	40.19	19.83	24.91	6.63						
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	0.00	0.00	0.00	0.00						
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire VG Loop / Line Port Combination -Conversion-Switch-as-is			UEPCO	USAC2		0.10	0.10								
		2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPCO	USACC		0.10	0.10								
		ADDITIONAL NRCs															
		2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPCO	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					15.76										
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.23										
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					37.52										
		UNE Loop Rates															
		2-Wire VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	14.38										
		2-Wire VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	22.85										
		2-Wire VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	36.14										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port-residence			UEPFR	UEPRL	1.38	90.38	57.27	48.66	8.77						
		2-Wire voice unbundled port with Caller ID-res			UEPFR	UEPRC	1.38	90.38	57.27	48.66	8.77						
		2-Wire voice unbundled port outgoing only-res			UEPFR	UEPRO	1.38	90.38	57.27	48.66	8.77						
		2-Wire VG unbundled Alabama extended local dialing parity port with Caller ID-res			UEPFR	UEPAR	1.38	90.38	57.27	48.66	8.77						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.38	90.38	57.27	48.66	8.77						
		2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPFR	UEPWA	1.38	90.38	57.27	48.66	8.77						
		INTEROFFICE TRANSPORT															
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFR	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.008838										
		FEATURES															
		All Features Offered			UEPFR	UEPVF	1.98	0.00	0.00								
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		8.48	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-With-Change			UEPFR	USACC		8.48	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					15.76										

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.23									
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					37.52									
		UNE Loop Rates														
		2-Wire VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	14.38									
		2-Wire VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	22.85									
		2-Wire VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	36.14									
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID-bus			UEPFB	UEPBL	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled port with Caller + E484 ID-bus			UEPFB	UEPBC	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.38	90.38	57.27	48.66	8.77					
		2-Wire VG unbundled Alabama extended local dialing parity port with Caller ID-bus			UEPFB	UEPAW	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.38	90.38	57.27	48.66	8.77					
		2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPFB	UEPWB	1.38	90.38	57.27	48.66	8.77					
		INTEROFFICE TRANSPORT														
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFB	U1TV2	21.13	40.54	27.41	16.74	6.90					
		Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.008838									
		FEATURES														
		All Features Offered			UEPFB	UEPVF	1.98	0.00	0.00							
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		8.48	1.87							
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFB	USACC		8.48	1.87							
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10							
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					15.76									
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.23									
		2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					37.52									
		UNE Loop Rates														
		2-Wire VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	14.38									
		2-Wire VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	22.85									
		2-Wire VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	36.14									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPFP	UEPPC	1.38	119.27	69.85	61.18	8.34					
		Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.38	119.27	69.85	61.18	8.34					
		Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPFP	UEPA2	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.38	119.27	69.85	61.18	8.34					
		INTEROFFICE TRANSPORT														
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFP	U1TV2	21.13	40.54	27.41	16.74	6.90					



UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: C			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS		USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFP	1L5XX	0.008838										
	FEATURES																	
			All Features Offered			UEPFP	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
			2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		8.48	1.87								
			2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFP	USACC		8.48	1.87								
			Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																		
UNE Port/Loop Combination Rates																		
			2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 1					22.40										
			2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 2					30.88										
			2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 3					44.17										
UNE Loop Rates																		
			2-Wire Analog VG Loop- (SL2)-UNE Zone 1		1	UEPPX	UECD1	14.38										
			2-Wire Analog VG Loop- (SL2)-UNE Zone 2		2	UEPPX	UECD1	22.85										
			2-Wire Analog VG Loop- (SL2)-UNE Zone 3		3	UEPPX	UECD1	36.14										
UNE Port Rate																		
			Exchange Ports-2-Wire DID Port			UEPPX	UEPD1	8.02	207.31	73.74	107.14	11.20						
NONRECURRING CHARGES - CURRENTLY COMBINED																		
			2-Wire VG Loop / 2-Wire DID Trunk Port Combination -Switch-as-is			UEPPX	USAC1		7.31	1.87								
			2-Wire VG Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.31	1.87								
ADDITIONAL NRCs																		
			2-Wire DID Subsequent Activity-Add Trunks, Per Trunk			UEPPX	USAS1		26.78	26.78								
			Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
Telephone Number/Trunk Group Establishment Charges																		
			DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
			Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
			DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
			Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
			Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																		
UNE Port/Loop Combination Rates																		
			2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					27.28										
			2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					37.86										
			2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					53.84										
UNE Loop Rates																		
			2-Wire ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB	UEPPR	USL2X	19.03									
			2-Wire ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB	UEPPR	USL2X	29.62									
			2-Wire ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB	UEPPR	USL2X	45.60									
UNE Port Rate																		
			Exchange Port-2-Wire ISDN Line Side Port			UEPPR	UEPPR	8.24	190.01	132.76	100.67	21.28						
			Exchange Port-2-Wire ISDN Line Side Port			UEPPB	UEPPB	8.24	190.01	132.76	100.67	21.28						
NONRECURRING CHARGES - CURRENTLY COMBINED																		
			2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination-Conversion			UEPPB	UEPPR	USACB	0.00	38.51	27.02							
ADDITIONAL NRCs																		

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features-One per Channel B User Profile			UEPPB UEPPR	UEPVF	1.98	0.00	0.00								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.00838	0.00	0.00								
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE DS1 Loop																
	4-Wire DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	82.55	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	154.18	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	314.52	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	101.40	0.00	0.00								
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	202.80	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	405.60	0.00	0.00								
	144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VUM14	608.40	0.00	0.00								
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	811.20	0.00	0.00								
	240 DSO Channel Capacity-1 per 10 DS1s			UEPMG	VUM20	1,014.00	0.00	0.00								
	288 DSO Channel Capacity-1 per 12 DS1s			UEPMG	VUM28	1,216.80	0.00	0.00								
	384 DSO Channel Capacity-1 per 16 DS1s			UEPMG	VUM38	1,622.40	0.00	0.00								
	480 DSO Channel Capacity-1 per 20 DS1s			UEPMG	VUM40	2,028.00	0.00	0.00								
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,433.60	0.00	0.00								
	672 DSO Channel Capacity-1 per 28 DS1s			UEPMG	VUM67	2,839.20	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC-Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.48	8.36								
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																
	1 DS1/D4 Channel Bank-Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65						
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe-Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	600.00s								
	Clear Channel Capability Format-Extended Superframe-Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	600.00s								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																

UNBUNDLED NETWORK ELEMENTS - Alabama	Attachment: 2	Exhibit: C
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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.05	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCY	1.15										
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCT	1.15										
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only) (E:4/1/2004)			UEPPX	UEPA4	1.15	0.00	0.00								
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only) (E:4/1/2004)			UEPPX	UEPA3	1.15	0.00	0.00								
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	54.55									
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQUW	0.56	77.03									
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers-per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	[All Features Available]			UEPPX	UEPVF	1.98	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					12.70										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.19										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					15.53										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.00										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					37.29										
UNE Loop Rate																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP91	UECS1	11.55										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP91	UECS1	20.04										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP91	UECS1	33.65										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP91	UECS2	14.38										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP91	UECS2	22.85										

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop (SL 2)-Zone 3		3	UEP91	UECS2	36.14										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire VG Port (Centrex ) Basic Local Area			UEP91	UEPYA	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP91	UEPYZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2	1.15	40.19	19.83	24.91	6.63						
	AL, KY, LA, MS, & TN Only																
		2-Wire VG Port (Centrex )			UEP91	UEPOA	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex 800 termination)			UEP91	UEPQB	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port, Diff Serving Wire Center-2,3-800 Service Term			UEP91	UEPQZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	40.19	19.83	24.91	6.63						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	1.98										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Outdial			UEP91	UAROY	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	8.05	119.31	18.74	59.90	3.76						
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination-VG			UEP91	M1GBC	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP91	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		Conversion-Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10								
		Conversion of Existing Centrex Common Block			UEP91	USACN		37.75	16.58								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21									

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Discd		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Secondary Block, per Block			UEP91	M2CC1	0.00	78.02								
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73								
		Additional Non-Recurring Charges (NRC)														
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.21	1.10							
		UNE-P CENTREX - 5ESS (Valid in All States)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					12.70									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.19									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					34.80									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					15.53									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.00									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					37.29									
		UNE Loop Rate														
		2-Wire VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	11.55									
		2-Wire VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	20.04									
		2-Wire VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	33.65									
		2-Wire VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	14.38									
		2-Wire VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	22.85									
		2-Wire VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	36.14									
		UNE Port Rate														
		All States														
		2-Wire VG Port (Centrex ) Basic Local Area			UEP95	UEPYA	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex 800 termination)			UEP95	UEPYB	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.15	90.38	57.27	48.66	8.77					
		2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.15	90.38	57.27	48.66	8.77					
		2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.15	40.19	19.83	24.91	6.63					
		AL, KY, LA, MS, SC, & TN Only														
		2-Wire VG Port (Centrex )			UEP95	UEPQA	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex 800 termination)			UEP95	UEPQB	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.15	90.38	57.27	48.66	8.77					
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP95	UEPQZ	1.15	90.38	57.27	48.66	8.77					
		2-Wire VG Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	40.19	19.83	24.91	6.63					
		2-Wire VG Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	40.19	19.83	24.91	6.63					
		Local Switching														
		Centrex Intercom Functionality, per port			UEP95	URECS	0.5488									
		Features														
		All Standard Features Offered, per port			UEP95	UEPVF	1.98									
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52								
		All Centrex Control Features Offered, per port			UEP95	UEPVC	1.98									
		NARS														
		Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register-Outdial			UEP95	UAROY	0.00	0.00	0.00	0.00	0.00					
		Miscellaneous Terminations														

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.05	119.31	18.74	59.90	3.76						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	60.09	202.02	95.69	72.59	2.46						
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.48									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	M1GBC	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP95	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10								
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.75	16.58								
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21									
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					12.70										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.19										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					34.80										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					15.53										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.00										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					37.29										
	UNE Loop Rate																
		2-Wire VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	11.55										
		2-Wire VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	20.04										
		2-Wire VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	33.65										
		2-Wire VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	14.38										
		2-Wire VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	22.85										
		2-Wire VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	36.14										
	UNE Port Rate																
	ALL STATES																
		2-Wire VG Port (Centrex ) Basic Local Area			UEP9D	UEPYA	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	40.19	19.83	24.91	6.63						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPYZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.15	40.19	19.83	24.91	6.63						
		AL, KY, LA, MS, SC, & TN Only															
		2-Wire VG Port (Centrex)			UEP9D	UEPQA	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex 800 termination)			UEP9D	UEPQB	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex with Caller ID)			UEP9D	UEPQH	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.15	90.38	57.27	48.66	8.77						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPQZ	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	40.19	19.83	24.91	6.63						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5488										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	1.98										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	1.98										
	NARS															
	Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.05	119.31	18.74	59.90	3.76						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	60.09	202.02	95.69	72.59	2.46						
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.48									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9D	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10								
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.75	16.58								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					12.70										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.19										



UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					34.80									
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					15.53									
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.00									
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					37.29									
	UNE Loop Rate														
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP9E	UECS1	11.55									
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP9E	UECS1	20.04									
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP9E	UECS1	33.65									
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP9E	UECS2	14.38									
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP9E	UECS2	22.85									
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP9E	UECS2	36.14									
	UNE Port Rate														
	AL, FL, KY, LA, MS, & TN only														
	2-Wire VG Port (Centrex ) Basic Local Area			UEP9E	UEPYA	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.15	90.38	57.27	48.66	8.77					
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP9E	UEPYZ	1.15	90.38	57.27	48.66	8.77					
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP9E	UEPY9	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP9E	UEPY2	1.15	40.19	19.83	24.91	6.63					
	AL, KY, LA, MS, & TN Only														
	2-Wire VG Port (Centrex )			UEP9E	UEPQA	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.15	90.38	57.27	48.66	8.77					
	2-Wire VG Port, Diff Serving Wire Center 2,3 -800 Service Term			UEP9E	UEPQZ	1.15	90.38	57.27	48.66	8.77					
	2-Wire VG Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	40.19	19.83	24.91	6.63					
	2-Wire VG Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	40.19	19.83	24.91	6.63					
	Local Switching														
	Centrex Intercom Functionality, per port			UEP9E	URECS	0.5488									
	Features														
	All Standard Features Offered, per port			UEP9E	UEPVF	1.98									
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52								
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	1.98									
	NARS														
	Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register-Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register-Outdial			UEP9E	UAROx	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP9E	CEND6	8.05	119.31	18.74	59.90	3.76					
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP9E	M1HD1	60.09	202.02	95.69	72.59	2.46					
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.48								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.008838									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.56									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.56									

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9E	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.56										
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.75	16.58								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21									
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21									
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73									
Additional Non-Recurring Charges (NRC)																
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					12.70										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.19										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					15.53										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.00										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					37.29										
UNE Loop Rate																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP93	UECS1	11.55										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP93	UECS1	20.04										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP93	UECS1	33.65										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP93	UECS2	14.38										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP93	UECS2	22.85										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP93	UECS2	36.14										
UNE Port Rate																
AL, KY, LA, MS, & TN only																
	2-Wire VG Port (Centrex ) Basic Local Area			UEP93	UEPYA	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port, Diff Serving Wire Center-2,3-800 Service Term-Basic Local Area			UEP93	UEPYZ	1.15	90.38	57.27	48.66	8.77						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP93	UEPY9	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP93	UEPY2	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex )			UEP93	UEPQA	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex 800 termination)			UEP93	UEPQB	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	40.19	19.83	24.91	6.63						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.15	90.38	57.27	48.66	8.77						

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: C		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Port, Diff Serving Wire Center-2,3 -800 Service Term			UEP93	UEPQZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire VG Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	40.19	19.83	24.91	6.63						
		2-Wire VG Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	40.19	19.83	24.91	6.63						
		Local Switching															
		Centrex Intercom Functionality, per port			UEP93	URECS	0.5488										
		Features															
		All Standard Features Offered, per port			UEP93	UEPVF	1.98										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	1.98										
		NARS															
		Unbundled Network Access Register-Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Outdial			UEP93	UAROx	0.00	0.00	0.00	0.00	0.00						
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP93	CEND6	8.05	119.31	18.74	59.90	3.76						
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP93	M1HD1	60.09	202.02	95.69	72.59	2.46						
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.48									
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP93	M1GBC	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.008838										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP93	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.56										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10								
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.75	16.58								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	667.21									
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.73									
		Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.21	1.10								
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
		Note 2 - Requires Interoffice Channel Mileage															
		Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
		Note 4 - Requires Specific Customer Premises Equipment															
		Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																			
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1			1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65							
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1			1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65							
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2			2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65							
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2			2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65							
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3			3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65							
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3			3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65							
UNBUNDLED EXCHANGE ACCESS LOOP																			
4-WIRE DS1 DIGITAL LOOP																			
		4-Wire DS1 Digital Loop-Zone 1			1	USL, NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55							
		4-Wire DS1 Digital Loop-Zone 2			2	USL, NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55							
		4-Wire DS1 Digital Loop-Zone 3			3	USL, NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55							
		Order Coordination for Specified Conversion Time (per LSR)				USL, NTCD1	OCOSL		23.01										
		CLEC to CLEC Conversion Charge without outside dispatch				USL, NTCD1	UREWO		101.09	43.04									
UNE OTHER, PROVISIONING ONLY - NO RATE																			
						UAL,UCL,UDC,UDL,UDN,UEA,UHL,USL, NTCD1	UNECN	0.00	0.00										
		Unbundled Contact Name, Provisioning Only-no rate																	
		Unbundled DS1 Loop-Superframe Format Option-no rate				USL, NTCD1	CCOSF	0.00	0.00										
		Unbundled DS1 Loop-Expanded Superframe Format option-no rate				USL, NTCD1	CCOEF	0.00	0.00										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
		High Capacity Unbundled Local Loop-DS3-Per Mile per month				UE3	1L5ND	9.25											
		High Capacity Unbundled Local Loop-DS3-Facility Termination per month				UE3	UE3PX	308.31	551.38	338.08	173.00	120.42							
		High Capacity Unbundled Local Loop-ST3-1-Per Mile per month				UDLSX	1L5ND	9.25											
		High Capacity Unbundled Local Loop-ST3-1-Facility Termination per month				UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42							
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
		Line Splitting-per line activation DLEC owned splitter				UEPSR UEPSB	UREOS	0.61											
		Line Splitting-per line activation BST owned-physical				UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87							
		Line Splitting-per line activation BST owned-virtual				UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87							
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month				U1TD1	1L5XX	0.23											
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination				U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49							
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month				U1TD3	1L5XX	4.97											
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month				U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75							
		Interoffice Channel-Dedicated Transport-ST3-1-Per Mile per month				U1TS1	1L5XX	4.97											
		Interoffice Channel-Dedicated Transport-ST3-1-Facility Termination				U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75							
DARK FIBER																			
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Interoffice Channel				UDF, UDFCX	1L5DF	30.74											
		NRC Dark Fiber-Interoffice Channel				UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67							
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Local Loop				UDF, UDFCX	1L5DL	47.01											
		NRC Dark Fiber-Local Loop				UDF, UDFCX	UDFL4		732.53	192.67	377.27	241.67							

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call					0.0006478										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.14	0.70								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations						8.78	1.18	7.08	0.86						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	7.08	0.86						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.14	2.07								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.14	4.14								
		8XX Access Ten Digit Screening w/ 8FL No. Delivery,					0.0006478										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery,					0.0006478										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query					0.000023										
		LIDB Validation Per Query					0.0137322										
		LIDB Originating Point Code Establishment or Change			OQU	NRBPX		55.12		67.59							
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per TCAP Message					0.0000656										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Usage, Per ISUP Message					0.0000164										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners-Service Establishment						25.34	25.34	23.30	23.30						
		CNAM For Non DB Owners-Service Establishment						25.34	25.34	23.30	23.30						
		CNAM For DB Owners-Service Provisioning With Point Code Establishment						1,591.54	1,177.08	431.95	317.61						
		CNAM For Non DB Owners-Service Provisioning With Point Code Establishment						546.40	393.74	438.93	317.61						
		CNAM for DB Owners, Per Query					0.0010348										
		CNAM for Non DB Owners, Per Query					0.0010348										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00								
LNP Query Service																	
		LNP Charge Per query					0.0008695										
		LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
		LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
SELECTIVE ROUTING																	

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment						193,401.00	193,401.00	9,483.34	9,483.34						
	End Office Establishment						194.09	194.09	0.85	0.85						
	Line/Port NRC, per end user						2.06	2.06								
	Query NRC, per query					0.0037502										
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service-Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.55	43.55	44.93	44.93						
	AIN SMS Access Service-Port Connection-Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
	AIN SMS Access Service-Port Connection-ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						
	AIN SMS Access Service-User Identification Codes-Per User ID Code			A1N	CAMAU		38.65	38.65	29.88	29.88						
	AIN SMS Access Service-Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.08	75.08	12.93	12.93						
	AIN SMS Access Service-Storage, Per Unit (100 Kilobytes)					0.0025										
	AIN SMS Access Service-Session, Per Minute					0.666										
	AIN SMS Access Service-Company Performed Session, Per Minute					0.4608										
AIN - BELL SOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service-Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.55	43.55	44.93	44.93						
	AIN Toolkit Service-Training Session, Per Customer						8,436.93	8,436.93								
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Term. Attempt						8.64	8.64	10.03	10.03						
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay						8.64	8.64	10.03	10.03						
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate						8.64	8.64	10.03	10.03						
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP						51.01	51.01	18.50	18.50						
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, CDP						51.01	51.01	18.50	18.50						
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Feature Code						51.01	51.01	18.50	18.50						
	AIN Toolkit Service-Query Charge, Per Query					0.0549207										
	AIN Toolkit Service-Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0066492										
	AIN Toolkit Service-SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07										
	AIN Toolkit Service-Monthly report-Per AIN Toolkit Service Subscription			CAM	BAPMS	7.87	8.64	8.64	6.08	6.08						
	AIN Toolkit Service-Special Study-Per AIN Toolkit Service Subscription			CAM	BAPLS	3.26	9.56	9.56								
	AIN Toolkit Service-Call Event Report-Per AIN Toolkit Service Subscription			CAM	BAPDS	4.72	8.64	8.64	6.08	6.08						
	AIN Toolkit Service-Call Event Special Study-Per AIN Toolkit Service Subscription			CAM	BAPES	0.11	9.56	9.56								
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
	First 2-Wire VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
	First 2-Wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.19										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	VG COCI-Per Month			UNCVX	1D1VG	0.62	6.71	4.84								
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
	VG COCI-Per Month			UNCVX	1D1VG	0.62	6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
	First 4-Wire Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
	First 4-Wire Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	VG COCI in combination-per month			UNCVX	1D1VG	0.62	6.71	4.84								
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
	Additional VG COCI in combination-per month			UNCVX	1D1VG	0.62	6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
	Additional OCU-DP COCI (data)-in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19									
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
		OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNC1X	1D1DD	1.32	6.71	4.84							
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNC1X	UDL64	27.59	125.22	60.48	59.69	7.84					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNC1X	UDL64	32.48	125.22	60.48	59.69	7.84					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNC1X	UDL64	36.37	125.22	60.48	59.69	7.84					
		Additional OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNC1X	1D1DD	1.32	6.71	4.84							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97					
		4-Wire DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97					
		4-Wire DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97					
		Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19									
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		First DS1Loop in Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97					
		First DS1Loop in Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97					
		First DS1Loop in Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97					
		Interoffice Transport-Dedicated-DS3 combination-Per Mile Per Month			UNC3X	1L5XX	4.09									
		Interoffice Transport-Dedicated-DS3-Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39					
		3/1Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30					
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84							
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97					
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97					
		Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97					
		Additional DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination-per mile per month			UNC3X	1L5ND	9.25									
		DS3 Local Loop in combination-Facility Termination per month			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67					
		Interoffice Transport-Dedicated-DS3-Per Mile per month			UNC3X	1L5XX	4.09									
		Interoffice Transport-Dedicated-DS3 combination-Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolo in combination-per mile per month			UNCSX	1L5ND	9.25									
		STS-1 Local Loop in combination-Facility Termination per month			UNCSX	UDLS1	320.51	237.36	147.69	83.43	32.67					
		Interoffice Transport-Dedicated-STs-1 combination-per mile per month			UNCSX	1L5XX	4.09									



UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
		First 2-Wire ISDN Loop in Combination-Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in Combination-Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		First 2-Wire ISDN Loop in Combination-Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		Interoffice Transport-Dedicated-DS1 combination-per mile per month			UNC1X	1L5XX	0.19										
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channel System in combination-per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		2-wire ISDN COCI (BRITE)-in combination-per month			UNCNX	UC1CA	2.84	6.71	4.84								
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		Additional 2-wire ISDN COCI (BRITE)-in combination- per month			UNCNX	UC1CA	2.84	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		First DS1 Loop Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		First DS1 Loop Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		First DS1 Loop Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Interoffice Transport-Dedicated-STS-1 combination-Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
		3/1 Channel System in combination per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-wire VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		First 2-wire VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		First 2-wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile			UNC1X	1L5XX	0.19										
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
		Per each VG COCI-Per Month per month			UNCVX	1D1VG	0.62	6.71	4.84								
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84							
	Each Additional VG COCI in combination-per month			UNCVX	1D1VG	0.62	6.71	4.84									
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19											
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Each Additional DS1 COCI combination per month			UNC1X	UC1D1	11.80	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17							
EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
	First 4-Wire Analog VG Local Loop in Combination -Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84							
	First 4-Wire Analog VG Local Loop in Combination -Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84							
	First 4-Wire Analog VG Local Loop in Combination -Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84							
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19											
	First Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67							
	Per each VG COCI in combination-per month			UNCVX	1D1VG	0.62	6.71	4.84									
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30							
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84									
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84							
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84							
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84							
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19											
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Additional VG COCI-in combination-per month			UNCVX	1D1VG	0.62	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17							
EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84							
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84							
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19											
	First Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32							
	Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67							
	Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84									
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30							
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84									
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84									

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84					
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84					
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84					
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19									
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
		Per each OCU-DP COCI (data) in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84							
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84					
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84					
		Additional OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84							
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17					
EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84					
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.19									
		First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Per each Channel System 1/0 in combination-per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
		Per each 2-wire ISDN COCI (BRITE) in combination-per month			UNCNX	UC1CA	2.84	6.71	4.84							
		3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30					
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84							
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84					

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.84	6.71	4.84								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	First 4-wire DS1 Digital Lcoal Loop in Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.19										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	3/1 Channel System in combination per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
	Per each DS1 COCI combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.19										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
ADDITIONAL NETWORK ELEMENTS																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS1			UNC1X	UNCCC		8.98	8.98	11.17	11.17						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS3			UNC3X	UNCCC		8.98	8.98	11.17	11.17						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-ST1			UNCSX	UNCCC		8.98	8.98	11.17	11.17						
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option-per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
	Clear Channel Capability Super FrameOption-per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
	Clear Channel Capability (SF/ESF) Option-Subsequent Activity-per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91S	23.82S	1.99S	0.78S						
	C-bit Parity Option-Subsequent Activity-per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70S	7.20S	.6924S	0S						
MULTIPLEXERS																
	DS3 to DS1 Channel System per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
	DS1 COCI used with Loop per month			USL	UC1D1	11.80	10.07	7.08								
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	11.80	10.07	7.08								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																

**UNBUNDLED NETWORK ELEMENTS - Kentucky**

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports-2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire Analog Line Port with Caller ID-Res.			UEPSR	UEPRC	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire VG unbundled KY extended local dialing parity Port with Caller ID-Res.			UEPSR	UEPRM	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPSR	UEPWE	1.49	3.74	3.63	2.23	2.13						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.49	3.74	3.63	2.23	2.13						
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports-2-Wire Analog Line Port without Caller ID-Bus			UEPSB	UEPBL	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID-Bus.			UEPSB	UEPBC	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire VG unbundled KY extended local dialing parity Port with Caller ID-Bus.			UEPSB	UEPBM	1.49	3.74	3.63	2.23	2.13						
	Exhange Ports-2-Wire VG unbundled incoming only port with Caller ID-Bus			UEPSB	UEPB1	1.49	3.74	3.63	2.23	2.13						
	Exchange Ports-2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPSB	UEPWF	1.49	3.74	3.63	2.23	2.13						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.49	3.74	3.63	2.23	2.13						
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk-Res			UEPSE	UEPRD	1.49	39.05	18.17	15.38	0.89						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk-Bus			UEPSP	UEPPC	1.49	39.05	18.17	15.38	0.89						
	2-Wire VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.49	39.05	18.17	15.38	0.89						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.49	39.05	18.17	15.38	0.89						
	2-Wire Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.49	39.05	18.17	15.38	0.89						
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXG	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPSP	UEPXH	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD			UEPSP	UEPXJ	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.49	39.05	18.17	15.38	0.89						

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports-Coin Port					1.49	3.74	3.63	2.23	2.13						
	Local Switching Features offered with Port															
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange port-4-wire ISDN trunk port -all available features included					101.60	188.36	95.15	61.92	22.67						
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES															
	Exchange Ports-2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	13.46	60.60	50.67	32.83	14.17						
	All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								
	Exchange Ports-2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.49	3.74	3.63								
	Non-Recurring															
	Unbundled Remote Call Forwarding Service -Conversion-Switch-as-is			UEPVR	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling-Bus			UEPVB	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, Local Calling-Bus			UEPVB	UERLC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, InterLATA-Bus			UEPVB	UERTE	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus			UEPVB	UERTR	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.49	3.74	3.63								
	Non-Recurring															
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVB	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service -Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
	UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0011971										
	End Office Trunk Port-Shared, Per MOU					0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000194										
	Tandem Trunk Port-Shared, Per MOU					0.0002416										
	Tandem Switching Function Per MOU (Melded)					0.000094381										
	Tandem Trunk Port-Shared, Per MOU (Melded)					0.000117538										
	Melded Factor: 48.65% of the Tandem Rate															
	Common Transport															
	Common Transport-Per Mile, Per MOU					0.000003										
	Common Transport-Facilities Termination Per MOU					0.0007466										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					10.79										

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo-Zone 2					15.52									
	2-Wire VG Loop/Port Combo-Zone 3					31.74									
	UNE Loop Rates														
	2-Wire VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	9.64									
	2-Wire VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	14.37									
	2-Wire VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	30.59									
	2-Wire Voice Grade Line Port Rates (Res)														
	2-Wire voice unbundled port-residence			UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port outgoing only-res			UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG unbundled Kentucky extended local dialing parity port with Caller ID-res			UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPRX	UEPWE	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	21.29	15.49	2.85	2.67					
	FEATURES														
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2		0.10	0.10							
	2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPRX	USACC		0.10	0.10							
	2-Wire VG Loop / Line Port Platform-Installation Charge at QuickService location-Not Conversion of Existing Service			UEPRX	URECC		0.10								
	ADDITIONAL NRCs														
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83							
	OFF/ON PREMISES EXTENSION CHANNELS														
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPRX	UEAEN	10.56	46.66	22.57	26.65	7.65					
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPRX	UEAEN	15.34	46.66	22.57	26.65	7.65					
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPRX	UEAEN	31.11	46.66	22.57	26.65	7.65					
	2 Wire Analog VG Extension Loop – Design		1	UEPRX	UEAED	12.67	134.89	81.87	73.65	14.88					
	2 Wire Analog VG Extension Loop – Design		2	UEPRX	UEAED	17.45	134.89	81.87	73.65	14.88					
	2 Wire Analog VG Extension Loop – Design		3	UEPRX	UEAED	33.22	134.89	81.87	73.65	14.88					
	INTEROFFICE TRANSPORT														
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRX	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRX	U1TVM	0.0095	0.00	0.00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo-Zone 1					10.79									
	2-Wire VG Loop/Port Combo-Zone 2					15.52									
	2-Wire VG Loop/Port Combo-Zone 3					31.74									
	UNE Loop Rates														
	2-Wire VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	9.64									
	2-Wire VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	14.37									
	2-Wire VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	30.59									
	2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice unbundled port without Caller ID-bus			UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG unbundled Kentucky extended local dialing parity port with Caller ID-bus			UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67					
	2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67					

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPBX	UEPWF	1.15	21.29	15.49	2.85	2.67						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.15	21.29	15.49	2.85	2.67						
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		0.10	0.10								
	2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPBX	USACC		0.10	0.10								
	ADDITIONAL NRCs															
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPBX	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPBX	UEAEN	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPBX	UEAEN	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPBX	UEAEN	31.11	46.66	22.57	26.65	7.65						
	2 Wire Analog VG Extension Loop – Design		1	UEPBX	UEAED	12.67	134.89	81.87	73.65	14.88						
	2 Wire Analog VG Extension Loop – Design		2	UEPBX	UEAED	17.45	134.89	81.87	73.65	14.88						
	2 Wire Analog VG Extension Loop – Design		3	UEPBX	UEAED	33.22	134.89	81.87	73.65	14.88						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPBX	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPBX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					10.79										
	2-Wire VG Loop/Port Combo-Zone 2					15.52										
	2-Wire VG Loop/Port Combo-Zone 3					31.74										
	UNE Loop Rates															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX	9.64										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX	14.37										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port-Res			UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67						
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USAC2		8.45	1.91								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC		8.45	1.91								
	ADDITIONAL NRCs															
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel VG, per termination		1	UEPRG	P2JHX	12.67	134.89	81.87	73.65	14.88						
	Local Channel VG, per termination		2	UEPRG	P2JHX	17.45	134.89	81.87	73.65	14.88						
	Local Channel VG, per termination		3	UEPRG	P2JHX	33.22	134.89	81.87	73.65	14.88						
	Non-Wire Direct Serve Channel VG		1	UEPRG	SDD2X	12.68	170.06	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel VG		2	UEPRG	SDD2X	18.12	170.06	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel VG		3	UEPRG	SDD2X	29.64	170.06	78.10	119.62	15.00						



UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN			
	INTEROFFICE TRANSPORT										SOMAN	SOMAN			
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRG	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRG	U1TVM	0.0095	0.00	0.00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo-Zone 1					10.79									
	2-Wire VG Loop/Port Combo-Zone 2					15.52									
	2-Wire VG Loop/Port Combo-Zone 3					31.74									
	UNE Loop Rates														
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPPX	UEPLX	9.64									
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPPX	UEPLX	14.37									
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPPX	UEPLX	30.59									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.15	21.29	15.49	2.85	2.67					
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.15	21.29	15.49	2.85	2.67					
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled OutDial Alabama NAR Area Calling Port			UEPPX	UEPOA										
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled OutDial Kentucky NAR Area Calling Port			UEPPX	UEPOK	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	21.29	15.49	2.85	2.67					
	FEATURES														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		8.45	1.91							
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC		8.45	1.91							
	ADDITIONAL NRCs														
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00							
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.86	7.86							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83							
	OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel VG, per termination		1	UEPPX	P2JHX	12.67	134.89	81.87	73.65	14.88					
	Local Channel VG, per termination		2	UEPPX	P2JHX	17.45	134.89	81.87	73.65	14.88					
	Local Channel VG, per termination		3	UEPPX	P2JHX	33.22	134.89	81.87	73.65	14.88					

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Non-Wire Direct Serve Channel VG		1	UEPPX	SDD2X	12.68	170.06	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel VG		2	UEPPX	SDD2X	18.12	170.06	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel VG		3	UEPPX	SDD2X	29.64	170.06	78.10	119.62	15.00						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPPX	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPPX	U1TVM	0.0095	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1					10.79										
	2-Wire VG Coin Port/Loop Combo – Zone 2					15.52										
	2-Wire VG Coin Port/Loop Combo – Zone 3					31.74										
UNE Loop Rates																
	2-Wire VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	9.64										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	14.37										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	30.59										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	21.29	15.49	2.85	2.67						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	21.29	15.49	2.85	2.67						
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	0.00	0.00	0.00	0.00						
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire VG Loop / Line Port Combination -Conversion-Switch-as-is			UEPCO	USAC2		0.10	0.10								
	2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPCO	USACC		0.10	0.10								
ADDITIONAL NRCs																
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					13.90										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					18.68										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					34.45										
UNE Loop Rates																
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	12.67										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	17.45										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	33.22										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port-residence			UEPFR	UEPRL	1.23	128.96	64.11	61.92	9.97						

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice unbundled port with Caller ID-res			UEPFR	UEPRC	1.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port outgoing only-res			UEPFR	UEPRO	1.23	128.96	64.11	61.92	9.97						
	2-Wire VG unbundled Kentucky extended local dialing parity port with Caller ID-res			UEPFR	UEPRM	1.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.23	128.96	64.11	61.92	9.97						
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPFR	UEPWE	1.23	128.96	64.11	61.92	9.97						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFR	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.0095										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		9.03	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-With-Change			UEPFR	USACC		9.03	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					13.90										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					18.68										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					34.45										
	UNE Loop Rates															
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	12.67										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	17.45										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	33.22										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID-bus			UEPFB	UEPBL	1.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port with Caller + E484 ID-bus			UEPFB	UEPBC	1.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.23	128.96	64.11	61.92	9.97						
	2-Wire VG unbundled Kentucky extended local dialing parity port with Caller ID-bus			UEPFB	UEPBM	1.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.23	128.96	64.11	61.92	9.97						
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPFB	UEPWF	1.23	128.96	64.11	61.92	9.97						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFB	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.0095										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		9.03	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFB	USACC		9.03	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					13.90										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					18.68										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					34.45										
	UNE Loop Rates															
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	12.67										

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	17.45									
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	33.22									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPFP	UEPPC	1.23	164.27	78.65	75.05	8.73					
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.23	164.27	78.65	75.05	8.73					
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPFP	UEPXF	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPFP	UEPXG	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPFP	UEPXH	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPFP	UEPXJ	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.23	164.27	78.65	75.05	8.73					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.23	164.27	78.65	75.05	8.73					
	INTEROFFICE TRANSPORT														
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFP	U1TV2	23.95	98.09	53.67	56.31	22.42					
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFP	1L5XX	0.0095									
	FEATURES														
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		9.03	1.87							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFP	USACC		9.03	1.87							
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10							
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 1					21.30									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 2					26.08									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 3					41.85									
	UNE Loop Rates														
	2-Wire Analog VG Loop- (SL2)-UNE Zone 1		1	UEPPX	UECD1	12.67									
	2-Wire Analog VG Loop- (SL2)-UNE Zone 2		2	UEPPX	UECD1	17.45									
	2-Wire Analog VG Loop- (SL2)-UNE Zone 3		3	UEPPX	UECD1	33.22									
	UNE Port Rate														
	Exchange Ports-2-Wire DID Port			UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31					
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire VG Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87							
	ADDITIONAL NRCs														
	2-Wire DID Subsequent Activity-Add Trunks, Per Trunk			UEPPX	USAS1		32.25	32.25							
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10							
	Telephone Number/Trunk Group Establishment Charges														

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					25.69										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					31.92										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					50.21										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.10									
	2-Wire ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB	UEPPR	USL2X	22.33									
	2-Wire ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB	UEPPR	USL2X	40.63									
UNE Port Rate																
	Exchange Port-2-Wire ISDN Line Side Port			UEPPR	UEPPR	9.59	320.53	289.13	92.19	17.56						
	Exchange Port-2-Wire ISDN Line Side Port			UEPPB	UEPPB	9.59	320.53	289.13	92.19	17.56						
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination-Conversion			UEPPB	UEPPR	USACB	0.00	22.77	17.00							
ADDITIONAL NRCs																
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR	URETN		11.21	1.10							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		8.33	0.83							
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
VERTICAL FEATURES																
	All Vertical Features-One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00							
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75					
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.01	0.00	0.00							
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE DS1 Loop																
	4-Wire DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	86.47	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	114.10	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	297.76	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	111.16	0.00	0.00								
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00								
	144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VUM14	666.96	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
										Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)									
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
		192 DSO Channel Capacity -1 per 8 DS1s						UEPMG	VUM19	889.28	0.00	0.00												
		240 DSO Channel Capacity-1 per 10 DS1s						UEPMG	VUM20	1,111.60	0.00	0.00												
		288 DSO Channel Capacity-1 per 12 DS1s						UEPMG	VUM28	1,333.92	0.00	0.00												
		384 DSO Channel Capacity-1 per 16 DS1s						UEPMG	VUM38	1,778.56	0.00	0.00												
		480 DSO Channel Capacity-1 per 20 DS1s						UEPMG	VUM40	2,223.20	0.00	0.00												
		576 DSO Channel Capacity -1 per 24 DS1s						UEPMG	VUM57	2,667.84	0.00	0.00												
		672 DSO Channel Capacity-1 per 28 DS1s						UEPMG	VUM67	3,112.48	0.00	0.00												
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																								
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																								
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																								
		NRC-Conversion (Currently Combined) with or without BellSouth Allowed Changes						UEPMG	USAC4	0.00	94.30	4.24												
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																								
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																								
		1 DS1/D4 Channel Bank-Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)						UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77										
Bipolar 8 Zero Substitution																								
		Clear Channel Capability Format, superframe-Subsequent Activity Only						UEPMG	CCOSF	0.00	0.00i	730.00s												
		Clear Channel Capability Format-Extended Superframe-Subsequent Activity Only						UEPMG	CCOEF	0.00	0.00i	730.00s												
Alternate Mark Inversion (AMI)																								
		Superframe Format						UEPMG	MCOSF	0.00	0.00	0.00												
		Extended Superframe Format						UEPMG	MCOPO	0.00	0.00	0.00												
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																								
Exchange Ports																								
		Line Side Combination Channelized PBX Trunk Port-Business (E:4/1/2004)						UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00										
		Line Side Outward Channelized PBX Trunk Port-Business (E:4/1/2004)						UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00										
		Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)						UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00										
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)						UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00										
		Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)						UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00										
		Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)						UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00										
		Unbundled Exchange Ports, 2-Wire Channelized – Outdial – Kentucky Only – Calling Plan (E:4/1/2004)						UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00										
		Unbundled Exchange Ports, 2-Wire Channelized – Two Way-Kentucky Only – Calling Plan (E:4/1/2004)						UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00										
Feature Activations - Unbundled Loop Concentration																								
		Feature (Service) Activation for each Line Port Terminated in D4 Bank						UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15										
		Feature (Service) Activation for each Trunk Port Terminated in D4 Bank						UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54										
Telephone Number/ Group Establishment Charges for DID Service																								
		DID Trunk Termination (1 per Port)						UEPPX	NDT	0.00	0.00	0.00												
		DID Numbers-groups of 20-Valid all States						UEPPX	ND4	0.00	0.00	0.00	0.00											
		Non-Consecutive DID Numbers-per number						UEPPX	ND5	0.00	0.00	0.00	0.00											
		Reserve Non-Consecutive DID Numbers						UEPPX	ND6	0.00	0.00	0.00	0.00											
		Reserve DID Numbers						UEPPX	NDV	0.00	0.00	0.00												
FEATURES - Vertical and Optional																								
Local Switching Features Offered with Line Side Ports Only																								
		All Features Available						UEPPX	UEPVF	0.00	0.00	0.00												
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																								

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					10.79										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					15.52										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					31.74										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					13.82										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					18.60										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					34.37										
UNE Loop Rate																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP91	UECS1	9.64										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP91	UECS1	14.37										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP91	UECS1	30.59										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP91	UECS2	12.67										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP91	UECS2	17.45										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP91	UECS2	33.22										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire VG Port (Centrex ) Basic Local Area			UEP91	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP91	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2	1.15	21.29	15.49	2.85	2.67						
AL, KY, LA, MS, & TN Only																
	2-Wire VG Port (Centrex )			UEP91	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex 800 termination)			UEP91	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex with Caller ID)1			UEP91	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port, Diff Serving Wire Center-2,3-800 Service Term			UEP91	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15	21.29	15.49	2.85	2.67						
Local Switching																
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873										
Features																
	All Standard Features Offered, per port			UEP91	UEPVF	0.00										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	405.66									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
NARS																
	Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP91	UAROY	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations																

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	10.51	92.18	15.82	52.16	5.30						
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination-VG			UEP91	M1GBC	29.11										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP91	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion-Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.102	0.102								
	Conversion of Existing Centrex Common Block			UEP91	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	669.80	78.32	111.05	13.27						
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	669.80	78.32	111.05	13.27						
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.32	78.32	13.27	13.27						
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.21	1.10								
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					10.79										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					15.52										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					31.74										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					13.82										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					18.60										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					34.37										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	9.64										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	14.37										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	30.59										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	12.67										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	17.45										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	33.22										
	UNE Port Rate															
	All States															
	2-Wire VG Port (Centrex ) Basic Local Area			UEP95	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67						



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67					
	AL, KY, LA, MS, SC, & TN Only														
	2-Wire VG Port (Centrex )			UEP95	UEPQA	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPQB	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP95	UEPQZ	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	21.29	15.49	2.85	2.67					
	2-Wire VG Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	21.29	15.49	2.85	2.67					
	Local Switching														
	Centrex Intercom Functionality, per port			UEP95	URECS	0.8873									
	Features														
	All Standard Features Offered, per port			UEP95	UEPVF	0.00									
	All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66								
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00									
	NARS														
	Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Unbundled Network Access Register-Outdial			UEP95	UAROY	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30					
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86					
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP95	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.01									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP95	1PQWP	0.62									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.62									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.102	0.102							
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32							
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	669.80	78.32	111.05	13.27					
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	669.80	78.32	111.05	13.27					
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75								
	Additional Non-Recurring Charges (NRC)														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83							
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10							

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	UNE-P CENTREX - DMS100 (Valid in All States)																		
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																		
	UNE Port/Loop Combination Rates (Non-Design)																		
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design								10.79									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design								15.52									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design								31.74									
	UNE Port/Loop Combination Rates (Design)																		
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design								13.82									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design								18.60									
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design								34.37									
	UNE Loop Rate																		
		2-Wire VG Loop (SL 1)-Zone 1				1	UEP9D	UECS1		9.64									
		2-Wire VG Loop (SL 1)-Zone 2				2	UEP9D	UECS1		14.37									
		2-Wire VG Loop (SL 1)-Zone 3				3	UEP9D	UECS1		30.59									
		2-Wire VG Loop (SL 2)-Zone 1				1	UEP9D	UECS2		12.67									
		2-Wire VG Loop (SL 2)-Zone 2				2	UEP9D	UECS2		17.45									
		2-Wire VG Loop (SL 2)-Zone 3				3	UEP9D	UECS2		33.22									
	UNE Port Rate																		
	ALL STATES																		
		2-Wire VG Port (Centrex ) Basic Local Area					UEP9D	UEPYA		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex 800 termination)Basic Local Area					UEP9D	UEPYB		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-PSET)3Basic Local Area					UEP9D	UEPYC		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5009)3Basic Local Area					UEP9D	UEPYD		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5209))3 Basic Local Area					UEP9D	UEPYE		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5112))3 Basic Local Area					UEP9D	UEPYF		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5312))3Basic Local Area					UEP9D	UEPYG		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5008))3 Basic Local Area					UEP9D	UEPYT		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5208))3 Basic Local Area					UEP9D	UEPYU		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5216))3 Basic Local Area					UEP9D	UEPYV		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex / EBS-M5316))3 Basic Local Area					UEP9D	UEPY3		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex with Caller ID) Basic Local Area					UEP9D	UEPYH		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area					UEP9D	UEPYW		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area					UEP9D	UEPYJ		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area					UEP9D	UEPYM		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area					UEP9D	UEPYO		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area					UEP9D	UEPYP		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area					UEP9D	UEPYQ		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area					UEP9D	UEPYR		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area					UEP9D	UEPYS		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area					UEP9D	UEPY4		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area					UEP9D	UEPY5		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area					UEP9D	UEPY6		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area					UEP9D	UEPY7		1.15	21.29	15.49	2.85	2.67					
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3					UEP9D	UEPYZ		1.15	21.29	15.49	2.85	2.67					

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Port terminated in on Megalink or equivalent Basic Local Area						UEP9D	UEPY9	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port Terminated on 800 Service Term Basic Local Area						UEP9D	UEPY2	1.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, SC, & TN Only																			
		2-Wire VG Port (Centrex)						UEP9D	UEPQA	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex 800 termination)						UEP9D	UEPQB	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-PSET)4						UEP9D	UEPQC	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5009)4						UEP9D	UEPQD	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5209)4						UEP9D	UEPQE	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5112)4						UEP9D	UEPQF	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5312)4						UEP9D	UEPQG	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5008)4						UEP9D	UEPQT	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5208)4						UEP9D	UEPQU	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5216)4						UEP9D	UEPQV	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex / EBS-M5316)4						UEP9D	UEPQ3	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex with Caller ID)						UEP9D	UEPQH	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4						UEP9D	UEPQW	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/Msg Wtg Lamp Indication)4						UEP9D	UEPQJ	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3						UEP9D	UEPQM	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4						UEP9D	UEPQO	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4						UEP9D	UEPQP	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4						UEP9D	UEPQQ	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4						UEP9D	UEPQR	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4						UEP9D	UEPQS	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4						UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2,3,4						UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4						UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4						UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3						UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port terminated in on Megalink or equivalent						UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port Terminated on 800 Service Term						UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching																			
		Centrex Intercom Functionality, per port						UEP9D	URECS	0.8873										
	Features																			
		All Standard Features Offered, per port						UEP9D	UEPVF	0.00										
		All Select Features Offered, per port						UEP9D	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port						UEP9D	UEPVC	0.00										
	NARS																			
		Unbundled Network Access Register-Combination						UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Inward						UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register-Outdial						UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																			
	2-Wire Trunk Side																			
		Trunk Side Terminations, each						UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																			
		DS1 Circuit Terminations, each						UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activated per Channel						UEP9D	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																			
		Interoffice Channel Facilities Termination						UEP9D	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile						UEP9D	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																			
	D4 Channel Bank Feature Activations																			
		Feature Activation on D-4 Channel Bank Centrex Loop Slot						UEP9D	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot						UEP9D	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot						UEP9D	1PQW7	0.62										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center					UEP9D	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot					UEP9D	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot					UEP9D	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot					UEP9D	1PQWA	0.62										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port					UEP9D	USAC2			0.102	0.102							
		Conversion of existing Centrex Common Block, each					UEP9D	USACN			18.95	8.32							
		New Centrex Standard Common Block					UEP9D	M1ACS	0.00		669.80	78.32	111.05	13.27					
		New Centrex Customized Common Block					UEP9D	M1ACC	0.00		669.80	78.32	111.05	13.27					
		NAR Establishment Charge, Per Occasion					UEP9D	URECA	0.00		72.75								
		Additional Non-Recurring Charges (NRC)																	
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise					UEP9D	URETL			8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise					UEP9D	URETN			11.21	1.10							
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
		UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design							10.79										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design							15.52										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design							31.74										
		UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design							13.82										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design							18.60										
		2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design							34.37										
		UNE Loop Rate																	
		2-Wire VG Loop (SL 1)-Zone 1		1			UEP9E	UECS1	9.64										
		2-Wire VG Loop (SL 1)-Zone 2		2			UEP9E	UECS1	14.37										
		2-Wire VG Loop (SL 1)-Zone 3		3			UEP9E	UECS1	30.59										
		2-Wire VG Loop (SL 2)-Zone 1		1			UEP9E	UECS2	12.67										
		2-Wire VG Loop (SL 2)-Zone 2		2			UEP9E	UECS2	17.45										
		2-Wire VG Loop (SL 2)-Zone 3		3			UEP9E	UECS2	33.22										
		UNE Port Rate																	
		AL, FL, KY, LA, MS, & TN only																	
		2-Wire VG Port (Centrex ) Basic Local Area					UEP9E	UEPYA	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex 800 termination)Basic Local Area					UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex with Caller ID)1Basic Local Area					UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area					UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area					UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area					UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port Terminated on 800 Service Term-Basic Local Area					UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67						
		AL, KY, LA, MS, & TN Only																	
		2-Wire VG Port (Centrex )					UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex 800 termination)					UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex with Caller ID)1					UEP9E	UEPQH	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port (Centrex from diff Serving Wire Center)2,3					UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67						
		2-Wire VG Port, Diff Serving Wire Center 2,3 -800 Service Term					UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873										
	Features															
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66									
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00										
	NARS															
	Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86						
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	29.11										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9E	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102								
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27						
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27						
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					10.79										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					15.52										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					31.74										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					13.82										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					18.60										

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: C				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					34.37										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP93	UECS1	9.64										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP93	UECS1	14.37										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP93	UECS1	30.59										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP93	UECS2	12.67										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP93	UECS2	17.45										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP93	UECS2	33.22										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2-Wire VG Port (Centrex ) Basic Local Area			UEP93	UEPYA	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port, Diff Serving Wire Center-2,3-800 Service Term-Basic Local Area			UEP93	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP93	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP93	UEPY2	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex )			UEP93	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex 800 termination)			UEP93	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port, Diff Serving Wire Center-2,3 -800 Service Term			UEP93	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	2-Wire VG Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Local Switching															
	Centrex Intercom Functionality, per port			UEP93	URECS	0.8873										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	0.00										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS															
	Unbundled Network Access Register-Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86						
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP93	M1GBC	29.11										
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP93	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62										

UNBUNDLED NETWORK ELEMENTS - Kentucky												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconn		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.21	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requires Interoffice Channel Mileage																
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
	Note 4 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS			Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Discont		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop-Zone 1		1	USL, NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop-Zone 2		2	USL, NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop-Zone 3		3	USL, NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
		Order Coordination for Specified Conversion Time (per LSR)			USL, NTCD1	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			USL, NTCD1	UREWO		101.30	43.13								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,USL, NTCD1	UNECN	0.00	0.00									
		Unbundled DS1 Loop-Superframe Format Option-no rate			USL, NTCD1	CCOSF	0.00	0.00									
		Unbundled DS1 Loop-Expanded Superframe Format option-no rate			USL, NTCD1	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop-DS3-Per Mile per month			UE3	1L5ND	12.26										
		High Capacity Unbundled Local Loop-DS3-Facility Termination per month			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
		High Capacity Unbundled Local Loop-ST3-1-Per Mile per month			UDLSX	1L5ND	12.26										
		High Capacity Unbundled Local Loop-ST3-1-Facility Termination per month			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
		Line Splitting-per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting-per line activation BST owned-physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
		Line Splitting-per line activation BST owned-virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			U1TD1	1L5XX	0.3415										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			U1TD3	1L5XX	8.02										
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
		Interoffice Channel-Dedicated Transport-ST3-1-Per Mile per month			U1TS1	1L5XX	8.02										
		Interoffice Channel-Dedicated Transport-ST3-1-Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Interoffice Channel			UDF, UDFCX	1L5DF	36.41										
		NRC Dark Fiber-Interoffice Channel			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month-Local Loop			UDF, UDFCX	1L5DL	97.65										



UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	NRC Dark Fiber-Local Loop			UDF, UDFCX	UDFL4		640.51	138.17	317.76	198.11					
8XX ACCESS	TEN DIGIT SCREENING														
	8XX Access Ten Digit Screening, Per Call					0.0006673									
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.59	0.44							
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations						5.95	0.81	4.58	0.54					
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.95	0.81	4.58	0.54					
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.59	1.30							
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.03	1.74							
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.03	0.44							
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.59	2.59							
	8XX Access Ten Digit Screening, w/ 8XX No. Delivery					0.0006673									
	8XX Access Ten Digit Screening, w/ POTS No. Delivery					0.0006673									
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query					0.0000246									
	LIDB Validation Per Query					0.0138158									
	LIDB Originating Point Code Establishment or Change			OQU	NRBPX		34.40		42.18						
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49									
	CCS7 Signaling Usage, Per TCAP Message					0.0000692									
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Usage, Per ISUP Message					0.0000173									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65					
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65					
CALLING NAME (CNAM) SERVICE															
	CNAM For DB Owners-Service Establishment						23.00	23.00	21.15	21.15					
	CNAM For Non DB Owners-Service Establishment						23.00	23.00	21.15	21.15					
	CNAM For DB Owners-Service Provisioning With Point Code Establishment						993.09	734.47	269.53	198.18					
	CNAM For Non DB Owners-Service Provisioning With Point Code Establishment						343.09	245.69	275.87	198.18					
	CNAM for DB Owners, Per Query					0.0010433									
	CNAM for Non DB Owners, Per Query					0.0010433									
LNP Query Service															
	LNP Charge Per query					0.0008837									
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07					
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18					
SELECTIVE ROUTING															
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14					

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

**UNBUNDLED NETWORK ELEMENTS - South Carolina**

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Discon		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 2-Wire VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.27										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	VG COCI-Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop (SL 2) in Combination-Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	VG COCI-Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	First 4-Wire Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	First 4-Wire Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	VG COCI in combination-per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Additional VG COCI in combination-per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	First 4-Wire 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	Additional OCU-DP COCI (data)-in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	First 4-Wire 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27										

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	Additional OCU-DP COCI (data)-in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	First DS1Loop in Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
	First DS1Loop in Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
	First DS1Loop in Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	Interoffice Transport-Dedicated-DS3 combination-Per Mile Per Month			UNC3X	1L5XX	6.42										
	Interoffice Transport-Dedicated-DS3-Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
	3/1Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
	DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
	Additional DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	Additional DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination-per mile per month			UNC3X	1L5ND	12.26										
	DS3 Local Loop in combination-Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Interoffice Transport-Dedicated-DS3-Per Mile per month			UNC3X	1L5XX	6.42										
	Interoffice Transport-Dedicated-DS3 combination-Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination-per mile per month			UNCSX	1L5ND	12.26										
	STS-1 Local Loop in combination-Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Interoffice Transport-Dedicated-STs-1 combination-per mile per month			UNCSX	1L5XX	6.42										
	Interoffice Transport-Dedicated-STs-1 combination-Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT															
	First 2-Wire ISDN Loop in Combination-Zone 1		1	UNCNXX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	First 2-Wire ISDN Loop in Combination-Zone 2		2	UNCNXX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	First 2-Wire ISDN Loop in Combination-Zone 3		3	UNCNXX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Interoffice Transport-Dedicated-DS1 combination-per mile per month			UNC1X	1L5XX	0.27										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	1/0 Channel System in combination-per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	2-wire ISDN COCI (BRITE)-in combination-per month			UNCNXX	UC1CA	2.56	6.59	4.73	0.00	0.00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNXX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNXX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNXX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN COCI (BRITE)-in combination- per month			UNCNXX	UC1CA	2.56	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
	First DS1 Loop Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
	First DS1 Loop Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	Interoffice Transport-Dedicated-STS-1 combination-Per Mile Per Month			UNCSX	1L5XX	6.42										
	Interoffice Transport-Dedicated-STS-1 combination-Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						
	3/1 Channel System in combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
	DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
	DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination-Zone 1		1	UNCVXX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	First 2-wire VG Loop (SL2) in Combination-Zone 2		2	UNCVXX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	First 2-wire VG Loop (SL2) in Combination-Zone 3		3	UNCVXX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile			UNC1X	1L5XX	0.27										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	Per each DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Per each VG COCI-Per Month per month			UNCVXX	1D1VG	0.56	6.59	4.73	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVXX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVXX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVXX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Each Additional VG COCI in combination-per month			UNCVXX	1D1VG	0.56	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire Analog VG Local Loop in Combination -Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61					
		First 4-Wire Analog VG Local Loop in Combination -Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61					
		First 4-Wire Analog VG Local Loop in Combination -Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61					
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27									
		First Interoffice Transport-Dedicated-DS1-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		Per each VG COCI in combination-per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00					
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61					
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61					
		Additional 4-Wire Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61					
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Additional VG COCI-in combination-per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
		First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27									
		First Interoffice Transport-Dedicated-DS1-combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00					
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00					
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Per each OCU-DP COCI (data) in combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	Additional OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.27										
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
	Per each Channel System 1/0 in combination-per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Per each 2-wire ISDN COCI (BRITE) in combination-per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
	3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 4-wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73					
	First 4-wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73					
	First 4-wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73					
	First Interoffice Transport-Dedicated-DS1 combination-Per Mile Per Month			UNC1X	1L5XX	0.27									
	First Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
	Per each DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27									
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48					
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00					
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73					
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73					
	Additional 4-Wire DS1 Digital Local Loop in Combination-Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
ADDITIONAL NETWORK ELEMENTS															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS1			UNC1X	UNCCC		5.61	5.61	7.00	7.00					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-DS3			UNC3X	UNCCC		5.61	5.61	7.00	7.00					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge-STS1			UNCSX	UNCCC		5.61	5.61	7.00	7.00					
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option-per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I					
	Clear Channel Capability Super FrameOption-per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I					
	Clear Channel Capability (SF/ESF) Option-Subsequent Activity-per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC	185.26S	23.86S	1.99S	0.78S						
	C-bit Parity Option-Subsequent Activity-per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3	219.58S	7.69S	7.370S	0S						
MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
	DS3 to DS1 Channel System per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90					
	DS1 COCI used with Loop per month			USL	UC1D1	8.64	6.59	4.73							
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73							
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
Exchange Ports															
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports-2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.65	2.38	2.28	1.42	1.33					



UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Discon		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports-2-Wire Analog Line Port with Caller ID-Res.			UEPSR	UEPRC	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled SC extended local dialing parity Port with Caller ID-Res.			UEPSR	UEPAU	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled South Carolina Area Calling port with Caller ID-Res (LW8)			UEPSR	UEPAJ	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG South Carolina Residence Dialing Plan without Caller ID			UEPSR	UEPWL	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG South Carolina Residence Area Calling Plan without Caller ID capability			UEPSR	UEPRS	1.65	2.38	2.28	1.42	1.33						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.65	2.38	2.28	1.42	1.33						
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports-2-Wire Analog Line Port without Caller ID-Bus			UEPSB	UEPBL	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled Line Port with unbundled port with Callers+E484 ID-Bus.			UEPSB	UEPBC	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled SC extended local dialing parity Port with Caller ID-Bus.			UEPSB	UEPAZ	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled incoming only port with Caller ID-Bus			UEPSB	UEPB1	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID-Bus (LMB)			UEPSB	UEPAB	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire Voice South Carolina Business Dialing Plan without Caller ID			UEPSB	UEPWM	1.65	2.38	2.28	1.42	1.33						
		Exchange Ports-2-Wire Voice South Carolina Business Area Calling Port without Caller ID			UEPSB	UEPBB	1.65	2.38	2.28	1.42	1.33						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.65	2.38	2.28	1.42	1.33						
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00								
		All Available Vertical Features					3.04	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk-Res			UEPSE	UEPRD	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk-Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90						
		2-Wire VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90						
		2-Wire Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.65	31.34	14.88	13.97	0.90						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	1.65	31.34	14.88	13.97	0.90						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	3.04	0.00	0.00								
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports-Coin Port					1.65	2.38	2.28	1.42	1.33						
	Local Switching Features offered with Port															
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES															
	Exchange Ports-2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77						
	Exchange Ports-2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	13.38	72.93	53.11	47.90	10.76						
	All Features Offered			UEPTX, UEPSX	UEPVF	3.04	0.00	0.00								
	Exchange Ports-2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0010519										
	End Office Trunk Port-Shared, Per MOU					0.0002136										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001634										
	Tandem Trunk Port-Shared, Per MOU					0.0002863										
	Tandem Switching Function Per MOU (Melded)					0.00004951										
	Tandem Trunk Port-Shared, Per MOU (Melded)					0.000086749										
	Melded Factor: 30.30% of the Tandem Rate															
	Common Transport															
	Common Transport-Per Mile, Per MOU					0.0000045										
	Common Transport-Facilities Termination Per MOU					0.0004095										
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo-Zone 1					14.89										
	2-Wire VG Loop/Port Combo-Zone 2					21.52										
	2-Wire VG Loop/Port Combo-Zone 3					27.17										
	UNE Loop Rates															
	2-Wire VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	13.76										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	20.38										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port-residence			UEPRX	UEPRL	1.13	40.30	19.90	24.98	6.65						
	2-Wire voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.13	40.30	19.90	24.98	6.65						
	2-Wire voice unbundled port outgoing only-res			UEPRX	UEPRO	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG unbundled South Carolina extended local dialing parity port with Caller ID-res			UEPRX	UEPAU	1.13	40.30	19.90	24.98	6.65						
	2-Wire voice unbundled South Carolina Area Calling port with Caller ID-res (LW8)			UEPRX	UEPAJ	1.13	40.30	19.90	24.98	6.65						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72								
	2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPRX	UEPWL	1.13	40.30	19.90	24.98	6.65						
	2-Wire voice unbundled South Carolina Area Calling Port without Caller ID Capability			UEPRX	UEPRS	1.13	40.30	19.90	24.98	6.65						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.13	40.30	19.90	24.98	6.65						
	FEATURES																
		All Features Offered			UEPRX	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2		0.10	0.10								
		2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPRX	USACC		0.10	0.10								
		2-Wire VG Loop / Line Port Platform-Installation Charge at QuickService location-Not Conversion of Existing Service			UEPRX	URECC		0.10									
	ADDITIONAL NRCs																
		2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog VG Extension Loop – Non-Design		1	UEPRX	UEAEN	14.94	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Extension Loop – Non-Design		2	UEPRX	UEAEN	21.39	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Extension Loop – Non-Design		3	UEPRX	UEAEN	26.72	37.92	17.62	23.56	5.32						
		2 Wire Analog VG Extension Loop – Design		1	UEPRX	UEAED	16.68	105.98	68.43	53.05	10.61						
		2 Wire Analog VG Extension Loop – Design		2	UEPRX	UEAED	23.13	105.98	68.43	53.05	10.61						
		2 Wire Analog VG Extension Loop – Design		3	UEPRX	UEAED	28.46	105.98	68.43	53.05	10.61						
	INTEROFFICE TRANSPORT																
		Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRX	U1TV2	24.30	40.63	27.47	16.77	6.91						
		Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRX	U1TVM	0.0167	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo-Zone 1					14.89										
		2-Wire VG Loop/Port Combo-Zone 2					21.52										
		2-Wire VG Loop/Port Combo-Zone 3					27.17										
	UNE Loop Rates																
		2-Wire VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	13.76										
		2-Wire VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	20.38										
		2-Wire VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	26.04										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID-bus			UEPBX	UEPBL	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.13	40.30	19.90	24.98	6.65						
		2-Wire VG unbundled South Carolina extended local dialing parity port with Caller ID-bus			UEPBX	UEPAZ	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPBX	UEPB1	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPBX	UEPWM	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled South Carolina Business Area Calling Port without Caller ID Capability			UEPBX	UEPBB	1.13	40.30	19.90	24.98	6.65						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.13	40.30	19.90	24.98	6.65						
	FEATURES																
		All Features Offered			UEPBX	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire VG Loop / Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		0.10	0.10								
		2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPBX	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPBX	USAS2		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	2 Wire Analog VG Extension Loop – Non-Design		1	UEPBX	UEAEN	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog VG Extension Loop – Non-Design		2	UEPBX	UEAEN	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog VG Extension Loop – Non-Design		3	UEPBX	UEAEN	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog VG Extension Loop – Design		1	UEPBX	UEAED	16.68	105.98	68.43	53.05	10.61						
	2 Wire Analog VG Extension Loop – Design		2	UEPBX	UEAED	23.13	105.98	68.43	53.05	10.61						
	2 Wire Analog VG Extension Loop – Design		3	UEPBX	UEAED	28.46	105.98	68.43	53.05	10.61						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPBX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPBX	U1TVM	0.0167	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1						14.89									
	2-Wire VG Loop/Port Combo-Zone 2						21.52									
	2-Wire VG Loop/Port Combo-Zone 3						27.17									
UNE Loop Rates																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX		13.76									
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX		20.38									
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX		26.04									
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port-Res			UEPRG	UEPRD	1.13	69.26	32.50	37.53	6.22						
FEATURES																
	All Features Offered			UEPRG	UEPVF	3.04	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPRG	USAC2		7.93	1.91								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPRG	USACC		7.93	1.91								
ADDITIONAL NRCs																
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.34	7.34								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel VG, per termination		1	UEPRG	P2JHX	16.68	105.98	68.43	53.05	10.61						
	Local Channel VG, per termination		2	UEPRG	P2JHX	23.13	105.98	68.43	53.05	10.61						
	Local Channel VG, per termination		3	UEPRG	P2JHX	28.46	105.98	68.43	53.05	10.61						
	Non-Wire Direct Serve Channel VG		1	UEPRG	SDD2X	17.74	131.88	62.06	90.70	13.42						
	Non-Wire Direct Serve Channel VG		2	UEPRG	SDD2X	25.16	65.94	31.03	45.35	6.71						
	Non-Wire Direct Serve Channel VG		3	UEPRG	SDD2X	29.58	65.94	31.03	45.35	6.71						
INTEROFFICE TRANSPORT																
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPRG	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPRG	U1TVM	0.0167	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo-Zone 1						14.89									
	2-Wire VG Loop/Port Combo-Zone 2						21.52									
	2-Wire VG Loop/Port Combo-Zone 3						27.17									
UNE Loop Rates																
	2-Wire VG Loop (SL 1)-Zone 1		1	UEPPX	UEPLX		13.76									
	2-Wire VG Loop (SL 1)-Zone 2		2	UEPPX	UEPLX		20.38									
	2-Wire VG Loop (SL 1)-Zone 3		3	UEPPX	UEPLX		26.04									

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.13	69.26	32.50	37.53	6.22						
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.13	69.26	32.50	37.53	6.22						
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	1.13	69.26	32.50	37.53	6.22						
	FEATURES															
	All Features Offered			UEPPX	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		7.93	1.91								
	2-Wire VG Loop/ Line Port Combination (PBX)-Conversion-Switch with Change			UEPPX	USACC		7.93	1.91								
	ADDITIONAL NRCs															
	2-Wire VG Loop/ Line Port Combination (PBX)-Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity-Change/Rearrange Multiline Hunt Group						7.34	7.34								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel VG, per termination		1	UEPPX	P2JHX	16.68	105.98	68.43	53.05	10.61						
	Local Channel VG, per termination		2	UEPPX	P2JHX	23.13	105.98	68.43	53.05	10.61						
	Local Channel VG, per termination		3	UEPPX	P2JHX	28.46	105.98	68.43	53.05	10.61						
	Non-Wire Direct Serve Channel VG		1	UEPPX	SDD2X	17.74	131.88	62.06	90.70	13.42						
	Non-Wire Direct Serve Channel VG		2	UEPPX	SDD2X	25.16	65.94	31.03	45.35	6.71						
	Non-Wire Direct Serve Channel VG		3	UEPPX	SDD2X	29.58	65.94	31.03	45.35	6.71						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPPX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPPX	U1TVM	0.0167	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1					14.89										
	2-Wire VG Coin Port/Loop Combo – Zone 2					21.52										
	2-Wire VG Coin Port/Loop Combo – Zone 3					27.17										
	UNE Loop Rates															
	2-Wire VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	13.76										
	2-Wire VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	20.38										
	2-Wire VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	26.04										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	1.13	40.30	19.90	24.98	6.65						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YW (SC)			UEPCO	UEPCE	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	1.13	40.30	19.90	24.98	6.65						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.13	40.30	19.90	24.98	6.65						
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	0.00	0.00	0.00	0.00						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire VG Loop / Line Port Combination -Conversion-Switch-as-is			UEPCO	USAC2		0.10	0.10								
	2-Wire VG Loop / Line Port Combination -Conversion-Switch with change			UEPCO	USACC		0.10	0.10								
	ADDITIONAL NRCs															
	2-Wire VG Loop/Line Port Combination-Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					18.00										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.45										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					29.78										
	UNE Loop Rates															
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	16.68										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	23.13										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	28.46										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port-residence			UEPFR	UEPRL	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled port with Caller ID-res			UEPFR	UEPRC	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled port outgoing only-res			UEPFR	UEPRO	1.32	108.36	70.71	1.42	1.33						
	2-Wire VG unbundled South Carolina extended local dialing parity port with Caller ID-res			UEPFR	UEPAU	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled South Carolina Area Calling port with Caller ID-res (LW8)			UEPFR	UEPAJ	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.32	108.36	70.71	1.42	1.33						
	2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPFR	UEPWL	1.32	108.36	70.71	1.42	1.33						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFR	U1TV2	19.44	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.0134										

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES															
	All Features Offered			UEPFR	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		8.50	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-With-Change			UEPFR	USACC		8.50	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.24	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					18.00										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.45										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					29.78										
	UNE Loop Rates															
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	16.68										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	23.13										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	28.46										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID-bus			UEPFB	UEPBL	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled port with Caller + E484 ID-bus			UEPFB	UEPBC	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.32	108.36	70.71	1.42	1.33						
	2-Wire VG unbundled South Carolina extended local dialing parity port with Caller ID-bus			UEPFB	UEPAZ	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled incoming only port with Caller ID-Bus			UEPFB	UEPB1	1.32	108.36	70.71	1.42	1.33						
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPFB	UEPAB	1.32	108.36	70.71	1.42	1.33						
	2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPFB	UEPWM	1.32	108.36	70.71	1.42	1.33						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFB	U1TV2	19.44	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.0134										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		8.50	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFB	USACC		8.50	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.24	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 1					18.00										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 2					24.45										
	2-Wire VG Loop/IO Tranport/Port Combo-Zone 3					29.78										
	UNE Loop Rates															
	2-Wire VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	16.68										
	2-Wire VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	23.13										
	2-Wire VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	28.46										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPFP	UEPPC	1.32	137.32	83.31	67.02	11.51						
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.32	137.32	83.31	67.02	11.51						
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.32	137.32	83.31	67.02	11.51						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discon		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.32	137.32	83.31	67.02	11.51						
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPFP	UEPXT	1.32	137.32	83.31	67.02	11.51						
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2 Wire VG-Facility Termination			UEPFP	U1TV2	19.44	40.63	27.47	16.77	6.91						
	Interoffice Transport-Dedicated-2 Wire VG-Per Mile or Fraction Mile			UEPFP	1L5XX	0.0134										
	FEATURES															
	All Features Offered			UEPFP	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		8.50	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination-Conversion-Switch with change			UEPFP	USACC		8.50	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.24	1.10								
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 1					23.75										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 2					30.20										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo-UNE Zone 3					35.52										
UNE Loop Rates																
	2-Wire Analog VG Loop- (SL2)-UNE Zone 1		1	UEPPX	UECD1	16.68										
	2-Wire Analog VG Loop- (SL2)-UNE Zone 2		2	UEPPX	UECD1	23.13										
	2-Wire Analog VG Loop- (SL2)-UNE Zone 3		3	UEPPX	UECD1	28.46										
UNE Port Rate																
	Exchange Ports-2-Wire DID Port			UEPPX	UEPD1	7.06	225.55	87.21	113.08	14.38						
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire VG Loop / 2-Wire DID Trunk Port Combination -Switch-as-is			UEPPX	USAC1		7.32	1.87								
	2-Wire VG Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87								
ADDITIONAL NRCs																
	2-Wire DID Subsequent Activity-Add Trunks, Per Trunk			UEPPX	USAS1		26.84									
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.24	1.10								
Telephone Number/Trunk Group Establishment Charges																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					30.86										



UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					38.60										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					44.23										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB UEPPR	USL2X	21.90										
	2-Wire ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB UEPPR	USL2X	29.64										
	2-Wire ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB UEPPR	USL2X	35.27										
UNE Port Rate																
	Exchange Port-2-Wire ISDN Line Side Port			UEPPR	UEPPR	8.96	190.51	133.14	100.95	21.37						
	Exchange Port-2-Wire ISDN Line Side Port			UEPPB	UEPPB	8.96	190.51	133.14	100.95	21.37						
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination-Conversion			UEPPB UEPPR	USACB	0.00	38.59	27.08								
ADDITIONAL NRCs																
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.24	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
VERTICAL FEATURES																
	All Vertical Features-One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.04	0.00	0.00								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0167	0.00	0.00								
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
UNE DS1 Loop																
	4-Wire DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00								
	4-Wire DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	82.78	0.00	0.00								
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	165.56	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	331.12	0.00	0.00								
	144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VUM14	496.68	0.00	0.00								
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	662.24	0.00	0.00								
	240 DSO Channel Capacity-1 per 10 DS1s			UEPMG	VUM20	827.80	0.00	0.00								
	288 DSO Channel Capacity-1 per 12 DS1s			UEPMG	VUM28	993.36	0.00	0.00								
	384 DSO Channel Capacity-1 per 16 DS1s			UEPMG	VUM38	1,324.48	0.00	0.00								
	480 DSO Channel Capacity-1 per 20 DS1s			UEPMG	VUM40	1,655.60	0.00	0.00								
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	1,986.72	0.00	0.00								
	672 DSO Channel Capacity-1 per 28 DS1s			UEPMG	VUM67	2,317.84	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC-Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.81	8.38								
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank-Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69						
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe-Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	605.00s								
	Clear Channel Capability Format-Extended Superframe-Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	605.00s								
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port-Business (E:4/1/2004)			UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00						
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17						
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	78.31	18.46	59.37	11.60						
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers-per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 5ESS (Valid in All States)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design						14.89									
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design						21.52									
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design						27.17									
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design						17.81									
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design						24.26									

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					29.59										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	13.76										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	20.38										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	26.04										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	16.68										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	23.13										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	28.46										
	UNE Port Rate															
	All States															
	2-Wire VG Port (Centrex ) Basic Local Area			UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port, Diff Serving Wire Center 2,3-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65						
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire VG Port (Centrex )			UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65						
	Local Switching															
	Centrex Intercom Functionality, per port			UEP95	URECS	0.7996										
	Features															
	All Standard Features Offered, per port			UEP95	UEPVF	3.04										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04										
	NARS															
	Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register-Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47						
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP95	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		37.93	16.72								
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70									
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.24	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Non-Design					14.89										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					21.52										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Non-Design					27.17										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire VG Port (Centrex) Port Combo-Design					17.81										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					24.26										
	2-Wire VG Loop/2-Wire VG Port (Centrex)Port Combo-Design					29.59										
	UNE Loop Rate															
	2-Wire VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	13.76										
	2-Wire VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	20.38										
	2-Wire VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	26.04										
	2-Wire VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	16.68										
	2-Wire VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	23.13										
	2-Wire VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	28.46										
	UNE Port Rate															
	ALL STATES															
	2-Wire VG Port (Centrex ) Basic Local Area			UEP9D	UEPYA	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65						
	2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94						
	2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: C		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65					
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire VG Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port, Diff Serving Wire Center-800 Service Term 2,3			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94					
		2-Wire VG Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65					
		2-Wire VG Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65					
	Local Switching															
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.7996									
	Features															
		All Standard Features Offered, per port			UEP9D	UEPVF	3.04									
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42								
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04									
	NARS															
		Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register-Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations															
	2-Wire Trunk Side															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Discount		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77						
	<b>4-Wire Digital (1.544 Megabits)</b>															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47						
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51									
	<b>Interoffice Channel Mileage - 2-Wire</b>															
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0167										
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>															
	<b>D4 Channel Bank Feature Activations</b>															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different Wire Center			UEP9D	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56										
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		37.93	16.72								
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89									
	<b>Additional Non-Recurring Charges (NRC)</b>															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.24	1.10								
	<b>Note 1 - Required Port for Centrex Control in 1AESS, 5ESS &amp; EWSD</b>															
	<b>Note 2 - Requires Interoffice Channel Mileage</b>															
	<b>Note 3 - Installation is combination of Installation charge for SL2 Loop and Port</b>															
	<b>Note 4 - Requires Specific Customer Premises Equipment</b>															
	<b>Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.</b>															

**Attachment 3**  
**Network Interconnection**

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## NETWORK INTERCONNECTION

### 1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

### 2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by NationNET.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and NationNET.
- 2.15 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in of this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on NationNET's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to NationNET's network.

### **3. NETWORK INTERCONNECTION**

- 3.1 This Attachment pertains only to the provision of network interconnection where NationNET owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities

- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.4 Fiber Meet. Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if NationNET elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, NationNET and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, NationNET's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the NationNET Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.3 Upon verbal request by NationNET, BellSouth shall allow NationNET access to the fusion splice point for the Fiber Meet point for maintenance purposes on NationNET's side of the Fiber Meet point.

- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

#### **4. INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and NationNET shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 NationNET shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of NationNET's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent NationNET desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which NationNET has established interconnection trunk groups, NationNET shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, NationNET shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where NationNET has homed (i.e. assigned) its NPA/NXXs. NationNET shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. NationNET shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on NationNET's NXX access tandem homing arrangement as specified by NationNET in the LERG.
- 4.4 Any NationNET interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to NationNET from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require

NationNET to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and NationNET are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. NationNET shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where NationNET is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and NationNET's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. NationNET shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 5.7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local



Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff if service is requested.

- 4.10.1 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 Basic Architecture. In the basic architecture, NationNET's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between NationNET and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between NationNET and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NationNET desires to exchange traffic. This trunk group also carries NationNET originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to NationNET. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.
- 4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for NationNET-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for NationNET End-Users. A two-way trunk group provides Intratandem Access for NationNET's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between NationNET and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NationNET exchanges traffic. This trunk group also carries NationNET originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to NationNET. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

- 4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between NationNET and BellSouth. In addition, a separate two-way transit trunk group must be established for NationNET's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between NationNET and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NationNET exchanges traffic. This trunk group also carries NationNET originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to NationNET. However, where NationNET is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.
- 4.10.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and NationNET's Transit Traffic are exchanged on a single two-way trunk group between NationNET and BellSouth to provide Intratandem Access to NationNET. This trunk group carries Transit Traffic between NationNET and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which NationNET desires to exchange traffic. This trunk group also carries NationNET originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to NationNET. However, where NationNET is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.
- 4.10.1.5 Multiple Tandem Access Interconnection. Where NationNET does not choose access tandem interconnection at every BellSouth access tandem within a LATA, NationNET must utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA NationNET must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as



required. BellSouth will route NationNET's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. NationNET must also establish an interconnection trunk group(s) at all BellSouth access tandems where NationNET NXXs are homed as described in Section 4.2.1 above. If NationNET does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, NationNET can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate NationNET's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where NationNET does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.10.1.5.1 NationNET may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to NationNET will be delivered to and from IXCs based on NationNET's NXX access tandem homing arrangement as specified by NationNET in the LERG.
- 4.10.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.3 To the extent NationNET does not purchase MTA in a LATA served by multiple access tandems, NationNET must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent NationNET routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, NationNET shall pay BellSouth the associated MTA charges.
- 4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows NationNET to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of NationNET-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.1 When a specified local calling area is served by more than one BellSouth local tandem, NationNET must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, NationNET may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. NationNET may deliver Local Traffic and ISP-Bound Traffic to a "home"

BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where NationNET does not choose to establish an interconnection trunk group(s). It is NationNET's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to NationNET's codes. Likewise, NationNET shall obtain its routing information from the LERG.

- 4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, NationNET must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which NationNET has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
- 4.10.2.3 BellSouth's provisioning of Local Tandem Interconnection assumes that NationNET has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
  - 4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
    - 4.10.3.1.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NationNET and BellSouth.
    - 4.10.3.1.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between NationNET's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall

only be required by the Party whose trunking has achieved the preceding usage threshold.

- 4.10.3.1.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

- 4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by NationNET to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems. NationNET shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

- 4.10.4.1 Toll Free Traffic. If NationNET chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all NationNET originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

- 4.10.4.1.1 NationNET may choose to perform its own Toll Free database queries from its switch. In such cases, NationNET will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, NationNET will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, NationNET will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and NationNET shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, NationNET will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to NationNET's network but that are connected to BellSouth's access tandem.

- 4.10.5 All post-query Toll Free calls for which NationNET performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## **5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide

public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where NationNET chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the NationNET switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

## **6. FORECASTING FOR TRUNK PROVISIONING**

6.1 Within six (6) months after execution of this Agreement, NationNET shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of NationNET's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, NationNET-to-BellSouth one-way trunks (NationNET Trunks), BellSouth-to-NationNET one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for NationNET location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of

Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 6.2 Once initial interconnection trunk forecasts have been developed, NationNET shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. NationNET shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization. For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and NationNET shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and NationNET shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.1 BellSouth's CISC will notify NationNET of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated NationNET interface. NationNET will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which NationNET expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with NationNET to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to NationNET. The due date of these orders will be four weeks



after NationNET was first notified in writing of the underutilization of the trunk groups.

- 6.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.3 For the two-way trunk groups, BellSouth and NationNET shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and NationNET shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.3.1 BellSouth's CISC will notify NationNET of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated NationNET interface. NationNET will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which NationNET expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with NationNET to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, NationNET will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after NationNET was first notified in writing of the underutilization of the trunk groups.
- 6.4.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 7. LOCAL DIALING PARITY**
- 7.1 BellSouth and NationNET shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

## **8. INTERCONNECTION COMPENSATION**

### **8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic**

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the

routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7 If NationNET assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to NationNET End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a NationNET customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, NationNET agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to NationNET at BellSouth's switched access tariff rates.
- 8.2 If NationNET does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole NationNET NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if NationNET can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 8.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.



- 8.3.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to NationNET. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide as it is amended from time to time.
- 8.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 8.3.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and NationNET shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 8.4 Compensation for 8XX Traffic
- 8.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched

access tariffs. NationNET will pay BellSouth the database query charge as set forth in the BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission as applicable..

- 8.4.2 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 8.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to NationNET requires interconnection from NationNET to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. NationNET shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that NationNET desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
- 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
- 8.5.2 If a BellSouth End User chooses NationNET as their presubscribed interexchange carrier, or if a BellSouth End User uses NationNET as an interexchange carrier on a 101XXXX basis, BellSouth will charge NationNET the appropriate BellSouth tariff charges for originating switched access services.
- 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 8.5.4 When NationNET's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by NationNET as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 When NationNET's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to NationNET, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 8.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 8.5.9 NationNET agrees not to deliver switched access traffic to BellSouth for termination except over NationNET ordered switched access trunks and facilities.

8.6 Transit Traffic. BellSouth shall provide tandem switching and transport services for NationNET's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between NationNET and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between NationNET and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

8.6.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that NationNET is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to NationNET. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, NationNET shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.

## **9. FRAME RELAY SERVICE INTERCONNECTION**

9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and NationNET's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which NationNET is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between NationNET and BellSouth Frame Relay Switches in the same LATA.

9.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Appendix A of BellSouth's FCC Tariff No. 1 except as set forth in this Attachment.

9.3 Upon the request of either Party, such interconnection will be established where BellSouth and NationNET have Frame Relay Switches in the same LATA. Where

there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

- 9.4 The Parties agree to provision local (intraLATA) Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 9.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 9.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 9.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, NationNET may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies NationNET that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and NationNET will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. NationNET will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of NationNET's PLCU.
- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and NationNET will pay, the total nonrecurring and recurring charges for the NNI port. NationNET will then



invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by NationNET's PLCU.

- 9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 9.8 For the PVC segment between the NationNET and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 9.9 Compensation for PVC rate elements will be calculated as follows:
  - 9.9.1 If NationNET orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the NationNET Frame Relay switch, BellSouth will invoice, and NationNET will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and NationNET Frame Relay switches. If the VC is a Local VC, NationNET will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to NationNET for the PVC segment.
  - 9.9.2 If BellSouth orders a Local VC connection between a NationNET subscriber's PVC segment and a PVC segment from the NationNET Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and NationNET will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and NationNET Frame Relay switches. If the VC is a Local VC, NationNET will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to NationNET for the PVC segment.
  - 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
  - 9.9.4 If NationNET requests a change, BellSouth will invoice and NationNET will pay a Feature Change charge for each affected PVC segment.
    - 9.9.4.1 If BellSouth requests a change to a Local VC, NationNET will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.10 NationNET will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

## **10. ORDERING CHARGES**

- 10.1 The facilities purchased pursuant to this Attachment 3 shall be ordered via the Access Service Request (ASR) process.
- 10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

## **11. BASIC 911 AND E911 INTERCONNECTION**

- 11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 11.2 Basic 911 Interconnection. BellSouth will provide to NationNET a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. NationNET will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. NationNET will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, NationNET will be required to begin using E911 procedures.
- 11.3 E911 Interconnection. NationNET shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911

tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, NationNET shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. NationNET will be required to provide BellSouth daily updates to the E911 database. NationNET will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, NationNET will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. NationNET shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 11.4 Rates. BellSouth will impose applicable charges on NationNET for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition NationNET will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.
- 11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

## **12. SS7 Network Interconnection**

- 12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to NationNET's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.



- 12.2        Signaling Call Information. BellSouth and NationNET will send and receive 10 digits for Local Traffic. Additionally, BellSouth and NationNET will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 12.3        SS7 Network Interconnection is the interconnection of NationNET local signaling transfer point switches or NationNET local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, NationNET local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1      The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and NationNET or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 12.3.2      If traffic is routed based on dialed or translated digits between a NationNET local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the NationNET local signaling transfer point switches and BellSouth or other third-party local switch.
- 12.3.3      SS7 Network Interconnection shall provide:
- 12.3.3.1     Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.3.2     Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.3.3     Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.4      SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a NationNET local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of NationNET local STPs and shall not include SCCP Subsystem Management of the destination.
- 12.3.5      SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

- 12.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect NationNET or NationNET-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 12.4.1 A-link interface from NationNET local or tandem switching systems; and
- 12.4.2 B-link interface from NationNET STPs.
- 12.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 12.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 12.4.6 BellSouth shall set message screening parameters to accept messages from NationNET local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the NationNET switching system has a valid signaling relationship.

Exhibit B

## Basic Architecture

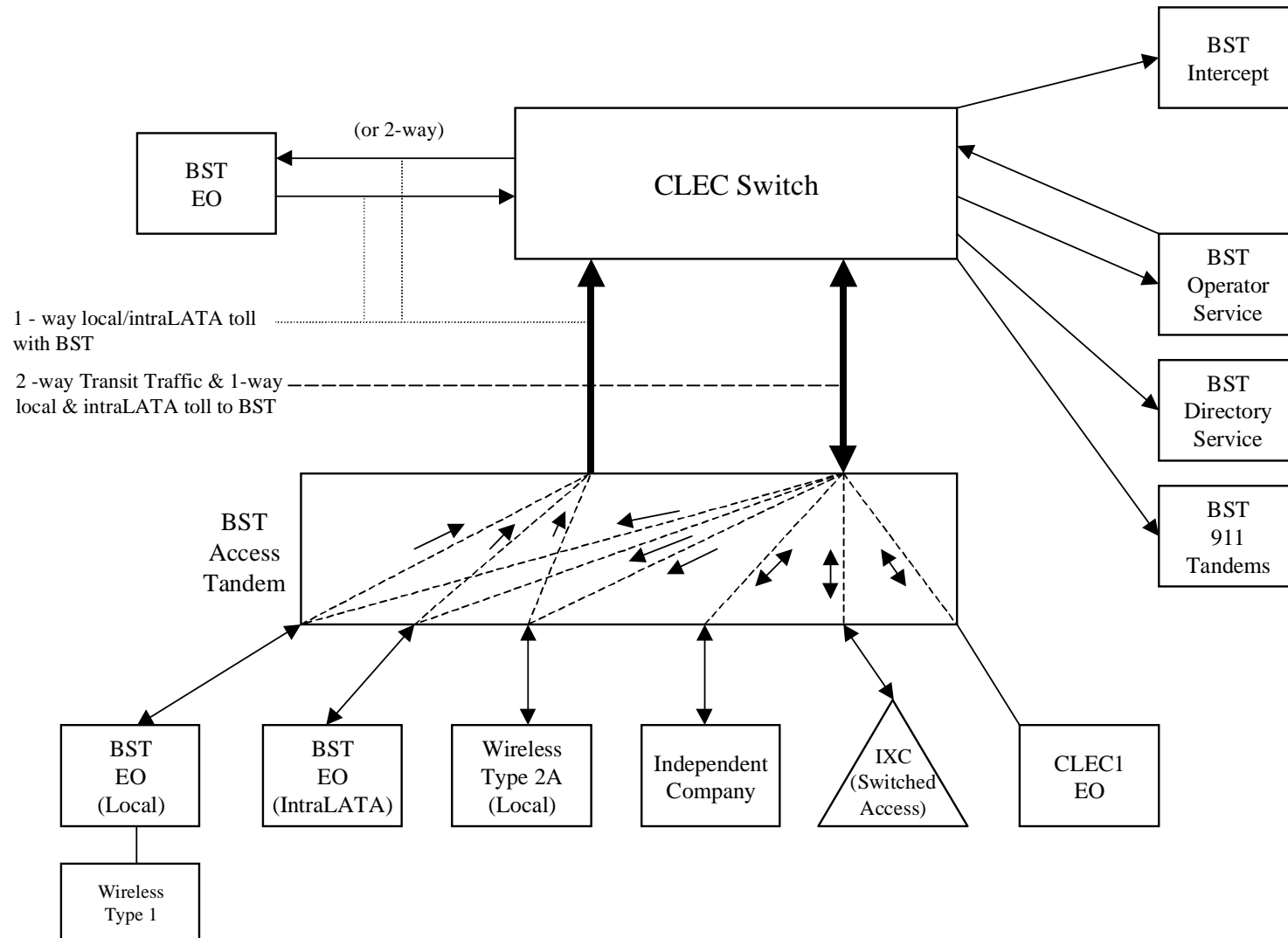


Exhibit C

# One-Way Architecture

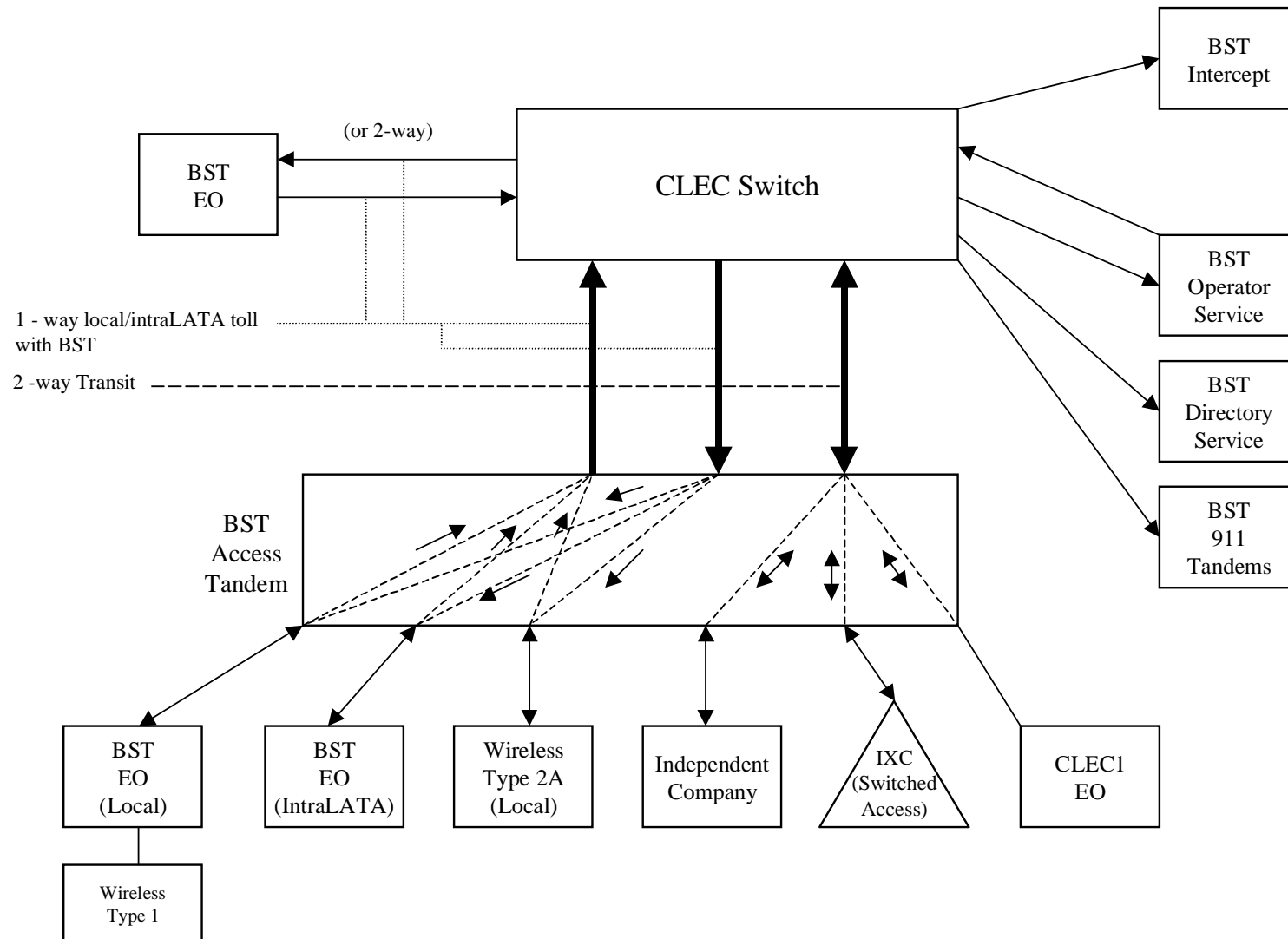


Exhibit D

## Two-Way Architecture

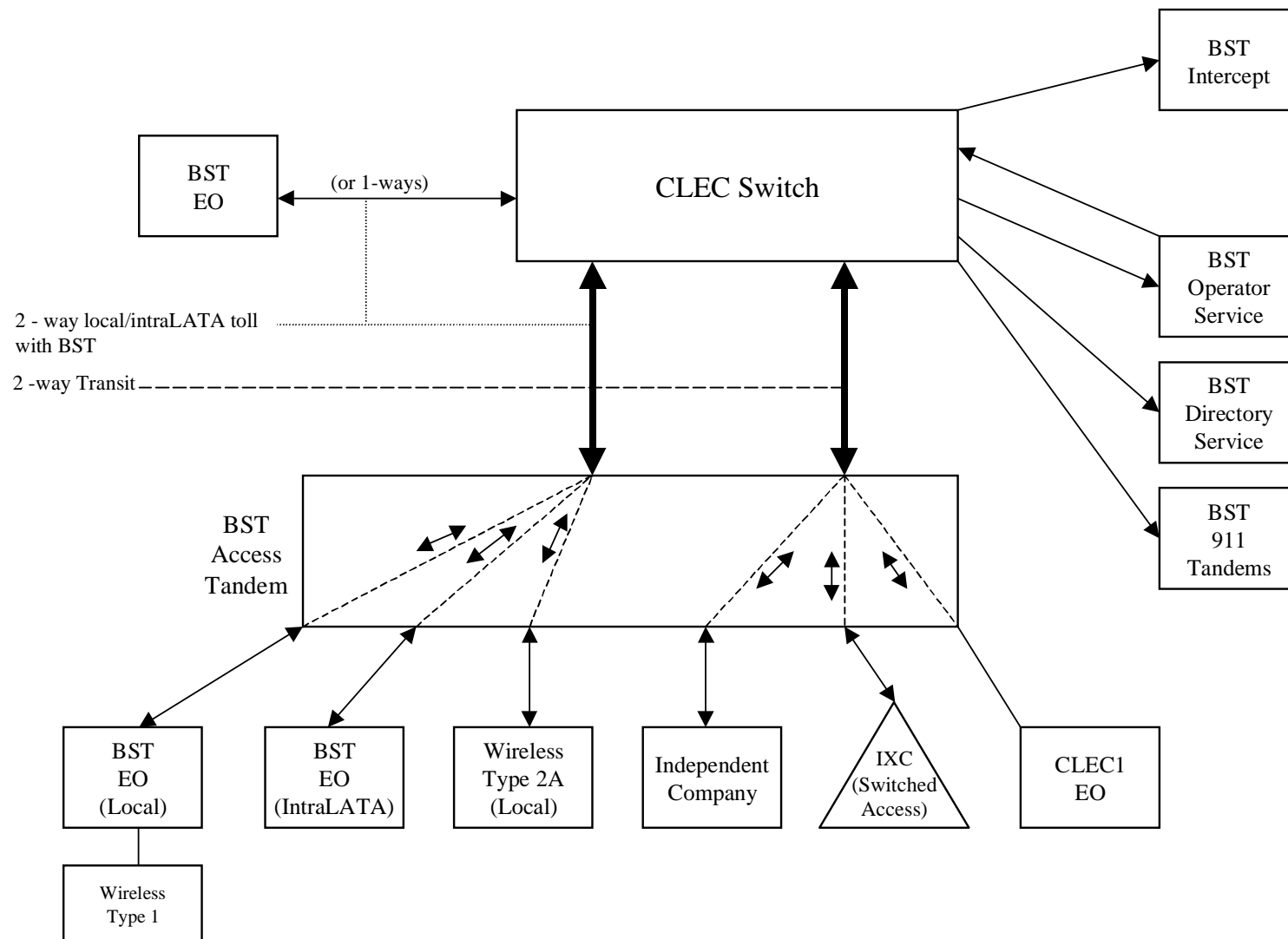
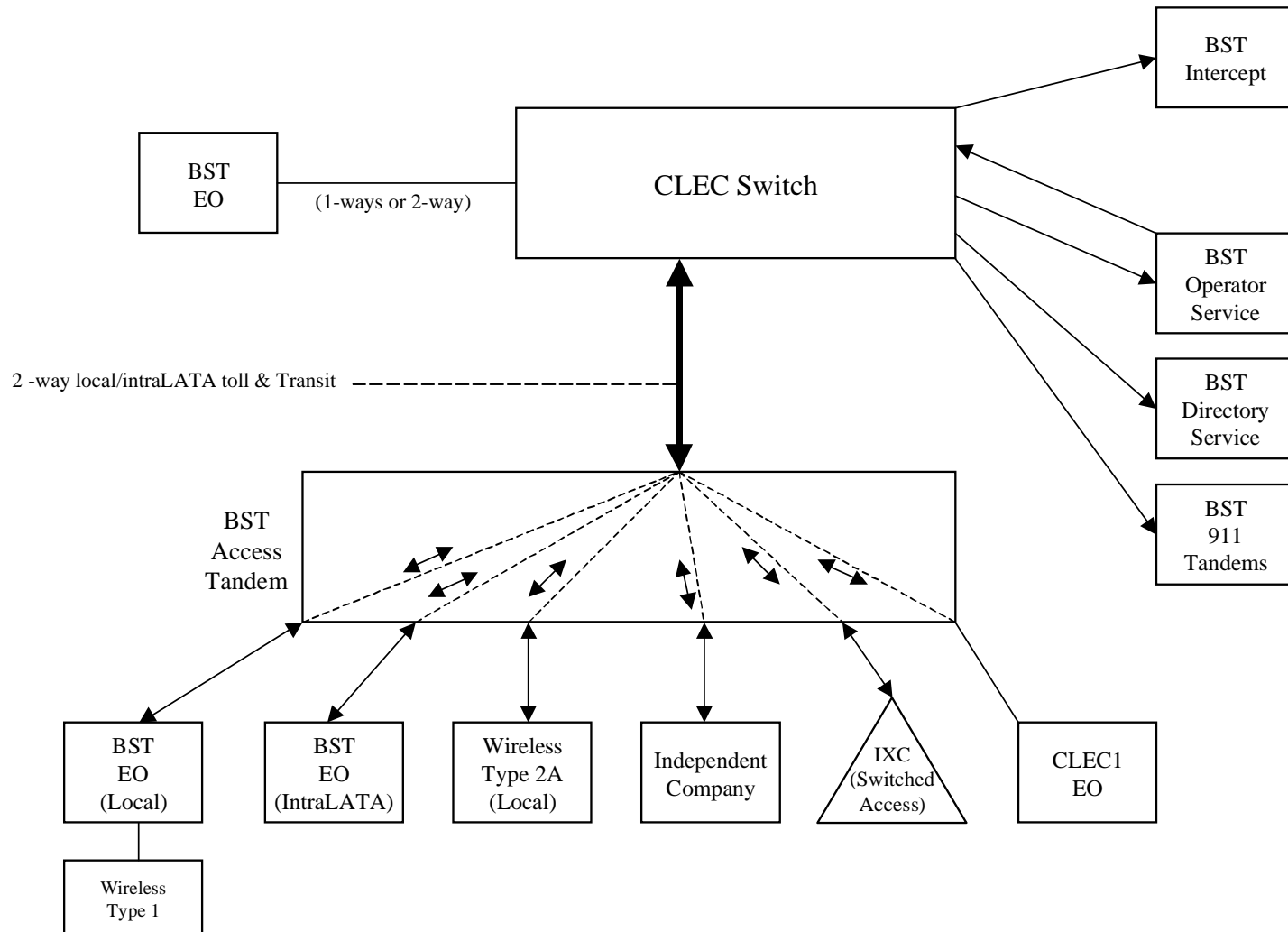


Exhibit E

## Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Di							OSS Rates(\$)
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU						0.0004980bk									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						0.000498									
		Tandem Intermediary Charge, per MOU*						0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
		Installation Trunk Side Service-per DS0			OHD	TPP6X		21.56	8.12								
		Installation Trunk Side Service-per DS0			OHD	TPP9X		21.56	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
		Common Transport-Per Mile, Per MOU						0.0000023bk									
		Common Transport-Facilities Termination Per MOU						0.0003224bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel-Dedicated Transport-2-Wire Voice Grade-Per Mile per month			OHM	1L5NF	0.008838										
		Interoffice Channel-Dedicated Transport- 2- Wire Voice Grade-Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per month			OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per month			OHM	1L5NK	0.008838										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			OH1, OH1MS	1L5NL	0.18										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			OH3, OH3MS	1L5NM	4.09										
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel-Dedicated-2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
		Local Channel-Dedicated-4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
		Local Channel-Dedicated-DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
		Local Channel-Dedicated-DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
LOCAL INTERCONNECTION MID-SPAN MEET																	
		Local Channel-Dedicated-DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
		Channelization- DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Kentucky												Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l



LOCAL INTERCONNECTION - South Carolina													Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Rec	Nonrecurring		Nonrecurring Di						OSS Rates(\$)									
										First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
TANDEM SWITCHING																			
	Tandem Switching Function Per MOU									0.0007360bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)									0.000736									
	Tandem Intermediary Charge, per MOU*									0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
	Installation Trunk Side Service-per DS0							OHD	TPP6X		21.65	8.16							
	Installation Trunk Side Service-per DS0							OHD	TPP9X		21.65	8.16							
	Dedicated End Office Trunk Port Service-per DS0**							OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**							OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**							OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**							OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
	Common Transport-Per Mile, Per MOU									0.0000045bk									
	Common Transport-Facilities Termination Per MOU									0.0004095bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel-Dedicated Transport-2-Wire Voice Grade-Per Mile per month							OHM	1L5NF	0.0167									
	Interoffice Channel-Dedicated Transport- 2- Wire Voice Grade-Facility Termination per month							OHM	1L5NF	24.30	40.63	27.47	16.77	6.91					
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per month							OHM	1L5NK	0.0167									
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per month							OHM	1L5NK	16.76	40.63	27.47	16.77	6.91					
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per month							OHM	1L5NK	0.0167									
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per month							OHM	1L5NK	16.76	40.63	27.47	16.77	6.91					
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per month							OH1, OH1MS	1L5NL	0.3415									
	Interoffice Channel-Dedicated Tranport-DS1-Facility Termination per month							OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48					
	Interoffice Channel -Dedicated Transport-DS3-Per Mile per month							OH3, OH3MS	1L5NM	8.02									
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month							OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59					
LOCAL CHANNEL - DEDICATED TRANSPORT																			
	Local Channel-Dedicated-2-Wire Voice Grade per month							OHM	TEFV2	15.33	193.53	33.24	36.72	3.21					
	Local Channel-Dedicated-4-Wire Voice Grade per month							OHM	TEFV4	16.54	193.97	33.68	37.19	3.68					
	Local Channel-Dedicated-DS1 per month							OH1	TEFHG	42.62	177.87	154.06	22.24	15.30					
	Local Channel-Dedicated-DS3 Facility Termination per month							OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77					
LOCAL INTERCONNECTION MID-SPAN MEET																			
	Local Channel-Dedicated-DS1 per month							OH1MS	TEFHG	0.00	0.00								
	Local Channel-Dedicated-DS3 per month							OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																			
	Channelization- DS1 to DS0 Channel System							OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81					
	DS3 to DS1 Channel System per month							OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90					
	DS3 Interface Unit (DS1 COCI) per month							OH1, OH1MS	SATCO	8.64	6.59	4.73							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

**Attachment 4**

**Central Office Collocation**

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**EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES**  
**EXHIBIT B RATES**

**BELLSOUTH**  
**CENTRAL OFFICE COLLOCATION**

**1. Scope of Attachment**

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when NationNET is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to NationNET collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow NationNET to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by NationNET and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 The size specified by NationNET may contemplate a request for space sufficient to accommodate NationNET’s growth within a twenty-four (24) month period.
- 1.3 Space Allocation. BellSouth shall assign NationNET Collocation Space that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate NationNET's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase NationNET's cost or materially delay NationNET's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service NationNET wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to

- provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space. NationNET shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) NationNET has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with NationNET's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.5 The responsibilities of NationNET shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all access devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and NationNET.
- 1.5.1 The transfer of collocation space and any services associated with the Collocation Space shall be pursuant to separately negotiated rates, terms and conditions.
- 1.6 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. NationNET will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from NationNET any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year planning period. The term "efficiently used" shall mean that substantially all of the floor space is taken up by NationNET's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house NationNET's equipment and/or facilities for collocation purposes. NationNET will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to NationNET of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.

- 1.7 Use of Space. NationNET shall use the Collocation Space for the purpose of installing, maintaining and operating NationNET's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to NationNET may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.8 Rates and Charges. NationNET agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.9 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 25 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Upon request from NationNET and at NationNET's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by NationNET.
- 2.1.1 The request from NationNET for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such request.



BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify NationNET and inform NationNET of the timeframe under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless Collocation. BellSouth shall allow NationNET to collocate NationNET's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow NationNET to have direct access to NationNET's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where NationNET's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, NationNET must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At NationNET's expense, NationNET will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications (hereinafter referred to as Specifications) prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, NationNET and NationNET's BellSouth Certified Supplier must comply with the more stringent local building code requirements. NationNET's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with NationNET and provide, at NationNET's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for NationNET's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. NationNET's BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NationNET's BellSouth Certified Supplier. NationNET must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access NationNET's locked enclosure prior to notifying NationNET at least forty-eight (48) hours or two (2) business days, whichever is

greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for NationNET.

- 3.2.1 BellSouth may elect to review NationNET's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify NationNET of its desire to execute this review in BellSouth's response to the Initial Application, if NationNET has indicated its desire to construct its own enclosure. If NationNET's Initial Application does not indicate its desire to construct its own enclosure and NationNET subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.10 of this Attachment, then NationNET will resubmit its application, indicating its desire to construct its own enclosure. If NationNET subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, NationNET will submit a Subsequent Application, as defined in Section 6.3 of this Attachment. If BellSouth elects to review NationNET's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of NationNET's plans and specifications. Regardless of whether or not BellSouth elects to review NationNET's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to NationNET's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from NationNET. BellSouth shall require NationNET to remove or correct within seven (7) calendar days, at NationNET's expense, any structure that does not meet NationNET's plans and specifications or BellSouth's Specifications, as applicable.
- 3.3 Subleased Caged Collocation. NationNET may allow other telecommunications carriers to sublease NationNET's caged Collocation arrangement, pursuant to the terms and conditions agreed to by NationNET (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to NationNET. BellSouth shall be notified in writing by NationNET upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by NationNET that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and NationNET. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and NationNET.
- 3.3.1 NationNET, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing 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(s), its employees and agents. BellSouth shall provide NationNET with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, NationNET shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 NationNET 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 NationNET's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by NationNET or NationNET's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction Specifications. Further, NationNET shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If NationNET requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, NationNET must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, NationNET and NationNET's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. NationNET's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NationNET's BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NationNET's BellSouth Certified Supplier. NationNET must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access

- NationNET's locked enclosure prior to notifying NationNET at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 NationNET must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review NationNET's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure NationNET's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from NationNET for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to NationNET's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from NationNET. BellSouth shall require NationNET to remove or correct within seven (7) calendar days, at NationNET's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 NationNET shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At NationNET's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual case basis (ICB) pricing. NationNET's BellSouth Certified Supplier shall be responsible, at NationNET's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Direct Connect. BellSouth will permit NationNET to directly interconnect between its own virtual/physical Collocation Space within the same central office (Direct Connect). NationNET shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by NationNET. NationNET-provisioned Direct Connects shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by NationNET to provision the Direct Connect between its virtual/physical Collocation Spaces. In those instances where NationNET's virtual/physical Collocation Space is contiguous in the central office, NationNET will have the option of using NationNET's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. NationNET will

deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. NationNET may not self-provision Direct Connects on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). NationNET is responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for Direct Connects, NationNET must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of Direct Connects, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to NationNET.

- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between NationNET and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit NationNET to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the telecommunications carrier requesting the CCXC. NationNET is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.6.1 NationNET must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by NationNET. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. NationNET shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The NationNET-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by NationNET to provision the CCXC to the other collocated telecommunications carrier. In those instances where NationNET's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, NationNET may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. NationNET shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of the other collocated telecommunications carrier without being routed

through BellSouth's equipment. NationNET shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX. NationNET is responsible for ensuring the integrity of the signal.

- 3.6.2 To place an order for CCXCs, NationNET must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of CCXCs, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an application Response to NationNET.

#### **4. Occupancy**

- 4.1 Space Ready Notification. BellSouth will notify NationNET in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. NationNET will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any identified deviations from NationNET's original or jointly amended application within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If NationNET completes its acceptance walkthrough within the fifteen (15) calendar day interval associated with the new Space Ready Date, billing will begin upon the date of NationNET's acceptance of the Collocation Space (Space Acceptance Date). In the event NationNET fails to complete an acceptance walkthrough within the fifteen (15) calendar day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by NationNET on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If NationNET decides to occupy the Collocation Space prior to the Space Ready Date, the date NationNET occupies the space is deemed the Space Acceptance Date and billing will begin from that date. NationNET must notify BellSouth in writing that its collocation equipment installation is complete. NationNET's collocation equipment installation is complete when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, NationNET may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting

termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that NationNET and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that NationNET signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and NationNET jointly conduct an inspection, confirming that NationNET has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Kentucky, and South Carolina. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate NationNET's right to occupy Collocation Space in the event NationNET fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

- 4.4.1 Upon termination of occupancy, NationNET, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by NationNET from the Collocation Space. NationNET shall have thirty (30) calendar days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of NationNET's Guest(s), unless NationNET's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to NationNET's removal date.
- 4.4.2 NationNET shall continue the payment of all monthly recurring charges to BellSouth until the date NationNET, and if applicable NationNET's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If NationNET or NationNET's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of NationNET or NationNET's Guest(s), in any manner that BellSouth deems fit, at NationNET's expense and with no liability whatsoever for NationNET's property or NationNET's Guest(s)'s property.
- 4.4.3 Upon termination of NationNET's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and NationNET shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by NationNET, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. NationNET's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. NationNET shall be responsible for the cost of removing any NationNET constructed enclosure, together

with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on NationNET's failure to comply with this Section.
- 5.2 Terminations. NationNET shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require



the submission of another application. In the event NationNET submits an application for terminations that will exceed the total capacity of the collocated equipment, NationNET will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, NationNET will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. NationNET shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. NationNET shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of NationNET's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify NationNET's equipment in the case of an emergency. For caged Collocation Space, the identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. NationNET may elect to place NationNET-owned or NationNET leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. NationNET will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location by BellSouth. NationNET will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to NationNET's equipment in the Collocation Space. In the event NationNET utilizes a non-metallic, riser-type entrance facility, a splice will not be required. NationNET must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in the manhole. NationNET is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Entrance Facilities. At NationNET's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated terms and conditions.

- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit NationNET to use copper or coaxial cable entrance facilities if approved by the Commission only in those instances where NationNET demonstrates a necessity and entrance capacity is not at or near exhaust in that particular BellSouth Premises. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by NationNET for dual entrance facilities to its physical Collocation Space, BellSouth shall provide NationNET with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to NationNET's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to NationNET in the Application Response.
- 5.8 Shared Use. NationNET may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to NationNET's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. NationNET must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the NationNET-provided riser cable to the spare capacity on the entrance facility. If NationNET desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from NationNET authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on NationNET's entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between NationNET's equipment and/or network and BellSouth's network. Each Party will be responsible for the 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 BellSouth's designated conventional distributing frame (CDF). NationNET shall be responsible for providing the necessary cabling and NationNET's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling

- identified in Section 7 of this Attachment. NationNET or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.10 Equipment and Facilities. NationNET, or if required by this Attachment, NationNET's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and facilities used by NationNET, which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. NationNET and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to NationNET's Collocation Space. BellSouth retains the right to access NationNET's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to NationNET at least forty-eight (48) hours before access to NationNET's Collocation Space is required. NationNET may elect to be present whenever BellSouth performs work in the NationNET's Collocation Space. The Parties agree that NationNET will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 NationNET must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, Adjacent Collocation Arrangements, pursuant to this Section.
- 5.12 NationNET's Access. Pursuant to Section 12, NationNET shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. NationNET agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of NationNET or NationNET's Guest(s) that will be provided with access keys or cards (Access Devices), prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by NationNET and returned to BellSouth Access Management within fifteen (15) calendar days of NationNET's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper

- acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. NationNET agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of NationNET's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with NationNET ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises and shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.12.1 BellSouth will permit one (1) accompanied site visit to NationNET's designated Collocation Space, after receipt of the BFFO, without charge to NationNET. NationNET must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date NationNET desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, NationNET may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event NationNET desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit NationNET to access the Collocation Space accompanied by a security escort, at NationNET's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. NationNET must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired. A security escort will be required whenever NationNET or its approved agent desires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. NationNET shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of NationNET's employees, suppliers, agents or Guest(s) to return an Access Device(s), NationNET shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, NationNET shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NationNET violates the provisions of this paragraph, BellSouth shall provide written notice to NationNET, which shall direct NationNET to cure the violation within forty-eight (48) hours of NationNET's

- receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and 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 conduct an inspection of the Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if NationNET fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to NationNET's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to NationNET prior to the taking of such action and BellSouth shall have no liability to NationNET for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and NationNET fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to NationNET or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by NationNET is significantly degrading the performance of other advanced services or traditional voice band services, NationNET shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 Personalty and its Removal. Facilities and equipment placed by NationNET 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 personal property and may be removed by NationNET at any time. Any damage caused to the Collocation Space by NationNET's employees, suppliers, or agents during the installation or removal of such property shall be promptly repaired by

NationNET at its sole expense. If NationNET decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and NationNET's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill NationNET the appropriate application fee associated with the type of removal activity performed by NationNET, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to NationNET.

5.15 Alterations. Under no condition shall NationNET or any person acting on behalf of NationNET make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by NationNET. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.3.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides NationNET with an Application Response.

5.16 Janitorial Service. NationNET shall be responsible for the general upkeep of its Collocation Space. NationNET shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

## 6. Ordering and Preparation of Collocation Space

6.1 Initial Application. For NationNET's or NationNET's Guest's(s') initial equipment placement, NationNET shall input a physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply to each Initial Application submitted by NationNET and will be billed by BellSouth on the date BellSouth provides NationNET with an application Response.

6.2 Subsequent Application. In the event NationNET or NationNET's Guest(s) desires to modify its use of the Collocation Space after a BFFO, NationNET shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the

change requested by NationNET in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.2.1 Subsequent Application Fees. The application fee paid by NationNET for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires administrative activity be performed by BellSouth, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space (where the removal requires no physical work be performed by BellSouth), an Alteration made to a Bona Fide application prior to BellSouth's receipt of the BFFO, and/or a virtual-to-physical Conversion (In Place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when NationNET submits a Subsequent Application for a direct connection between its own virtual and physical Collocation arrangements in the same BellSouth Premises or between its virtual or physical Collocation arrangement and that of another collocated telecommunications carrier within the same BellSouth Premises. The fee for a Subsequent Application, in which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides NationNET with an Application Response.
- 6.3 Space Preferences. If NationNET has previously requested and received a Space Availability Report for the BellSouth Premises, NationNET may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the NationNET's preference(s), NationNET may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides NationNET with an application Response.
- 6.4 Space Availability Notification.
- Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth's e.App will reflect when NationNET's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NationNET of the amount of space that is available and no application fee will apply. When BellSouth's response

- includes an amount of space less than that requested by NationNET or space that is configured differently, no application fee will apply. If NationNET decides to accept the available space, NationNET must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When NationNET resubmits its application to accept the available space, BellSouth will bill NationNET the appropriate application fee.
- 6.5 Denial of Application. If BellSouth notifies NationNET that no space is available (Denial of Application), BellSouth will not assess an application fee to NationNET. After notifying NationNET that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow NationNET, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour, the request for the tour of the BellSouth Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit NationNET to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a



Bona Fide application. The Application Response will be a written response that includes sufficient information to enable NationNET to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.10 Application Modifications.

- 6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, at the request of NationNET, or as necessitated by technical considerations, the application shall be considered a new Application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge NationNET the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to section 6.2.1.

6.11 Bona Fide Firm Order.

- 6.11.1 NationNET shall indicate its intent to proceed with its Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to NationNET's Bona Fide application or NationNET's application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of NationNET's BFFO. BellSouth will acknowledge the receipt of NationNET's BFFO within seven (7) calendar days of receipt, so that NationNET will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

**7. Construction and Provisioning**

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama, Kentucky, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not

be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

7.1.2 Records Only Change. When NationNET adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth.

7.1.4 In the states of Alabama, Kentucky, and South Carolina, BellSouth will provide the reduced intervals outlined below to NationNET, when NationNET requests an Alteration specifically identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4, 7.1.4.5, and 7.1.4.6 as an "Augment. Unless otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by NationNET. The appropriate nonrecurring application fee set forth in Exhibit B will be assessed by BellSouth on the date that it provides an application Response to NationNET.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If NationNET submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If NationNET submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the Major virtual Augment interval ).
- 7.1.4.8 If NationNET submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by NationNET and BellSouth. If NationNET and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for NationNET's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If NationNET requests multiple items from different Augment categories, BellSouth will bill NationNET the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to NationNET at the time BellSouth provides NationNET with the Application Response. NationNET will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and NationNET will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. 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 BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to NationNET prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which NationNET has physical Collocation Space with no POT Bay or with a grand fathered POT Bay provided by BellSouth. BellSouth cannot provide CFAs to NationNET prior to the Provisioning Interval for those BellSouth Premises in which NationNET has physical Collocation Space with a POT bay provided by NationNET or virtual Collocation Space, until NationNET provides BellSouth with the following information:
- 7.4.1 For physical Collocation Space with a NationNET-provided POT Bay, NationNET shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form, showing locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, NationNET shall provide BellSouth with a complete layout of NationNET's equipment on an Equipment Inventory Update (EIU) form,

- including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by NationNET's BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from NationNET. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.4.4 BellSouth will bill NationNET a nonrecurring charge, as set forth in Exhibit B, each time NationNET requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to NationNET.
- 7.5 Use of BellSouth Certified Supplier. NationNET shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. NationNET, if a BellSouth Certified Supplier, or NationNET's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities NationNET must use a different BellSouth Certified Supplier for these work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide NationNET with a list of BellSouth Certified Suppliers, upon request. NationNET, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing NationNET's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and NationNET upon successful completion of installation and all associated work. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NationNET's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to NationNET or any supplier proposed by NationNET and will not unreasonably withhold certification. All work performed by or for NationNET shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. NationNET shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service NationNET's Collocation Space. Upon request, BellSouth will provide NationNET with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NationNET. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, NationNET may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services terminated in the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional space for physical Collocation may become available at the BellSouth Premises requested by NationNET, such information will be provided to NationNET in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to NationNET within one hundred eighty (180) calendar days of BellSouth's written denial of NationNET's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) NationNET was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then NationNET may relocate its virtual Collocation arrangement to a physical Collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. NationNET must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.7.1 In Alabama, BellSouth will complete a relocation from virtual Collocation Space to cageless physical Collocation Space within sixty (60) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual Collocation arrangements may be converted to "in-place" physical Collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual Collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill NationNET an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to NationNET.
- 7.8.1 In Alabama, BellSouth will complete virtual to physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO, as long as the conversion meets all of the criteria specified above in Section 7.8.

- 7.9 Cancellation. If at any time prior to Space Acceptance, NationNET cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if NationNET cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill NationNET for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. NationNET, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. NationNET agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess a nonrecurring application fee issued on the date BellSouth provides an Application Response to NationNET.
- 8.3 Recurring Charges. If NationNET has met the applicable fifteen (15) calendar day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event NationNET fails to complete an acceptance walk through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If NationNET occupies the space prior to the Space Ready Date, the date NationNET occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by NationNET on NationNET's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity, consistent with Commission orders and as set forth below in Section 8.6 of this Attachment.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications assessed per arrangement, per square foot, and Common Systems Modifications assessed per arrangement, per square foot for cageless Collocation and per cage for

caged Collocation. NationNET shall remit payment of the nonrecurring Firm Order Processing Fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event NationNET opts for cageless Collocation Space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to NationNET as prescribed in this Section.

- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises, but does not include any expenses for power supplied to NationNET for its equipment. When the Collocation Space is enclosed, NationNET shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, NationNET shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . 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 NationNET's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, NationNET shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for NationNET's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from BellSouth's BDFB, NationNET's fuses and power cables (A&B) must be engineered (sized), and installed by NationNET's BellSouth Certified Supplier. NationNET is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from the BellSouth BDFB to NationNET's equipment. The BellSouth Certified Supplier contracted by NationNET must provide BellSouth with a copy of the engineering power specifications prior to the day on which NationNET's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and NationNET's Collocation Space. NationNET shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within NationNET's arrangement, power cable feeds, and terminations of cable. NationNET and NationNET's BellSouth Certified Supplier shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.



- 8.6.1 BellSouth will revise NationNET's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NationNET's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from NationNET, certifying the completion of the power reduction work, including the removal of any associated power cabling by NationNET's BellSouth Certified Supplier.
- 8.6.2 If NationNET elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed NationNET's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by NationNET's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NationNET's BellSouth Certified Supplier must also provide a copy of the engineering power Specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At NationNET's option, NationNET may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.6.3 NationNET shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within NationNET's arrangement and terminations of cable within the Collocation Space.
- 8.6.4 In Alabama, NationNET has the option to purchase power directly from an electric utility company. Under such an option, NationNET is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by NationNET. NationNET's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If NationNET previously had power supplied by BellSouth, NationNET may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by NationNET in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, NationNET has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, NationNET is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the

- arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by NationNET. NationNET's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in the installation of this power arrangement, just as BellSouth is required to comply with these codes. NationNET must submit an application to BellSouth for the appropriate amount of Collocation Space that NationNET requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of NationNET's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charges that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement to purchase power directly from an electric utility company as provided herein. NationNET shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. NationNET would still be permitted to order its power needs directly from BellSouth.
- 8.6.6 If NationNET desire to reduce the amount of power that it has requested from BellSouth, NationNET must submit a Subsequent Application for this power reduction. If no other Alterations to the Collocation Space are requested other than a reduction in power, the Power Reduction Only, Application Fee, as set forth in Exhibit B, will apply. If other Alterations are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to NationNET.
- 8.6.7 In Alabama, if NationNET is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB in a specific BellSouth Premises, NationNET must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) calendar days and no application fee will be assessed by BellSouth for the initial power reduction at each BellSouth Premises in which NationNET is currently collocated.
- 8.7 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring fee will be billed by BellSouth upon receipt of NationNET's BFFO.

- 8.8 Cable Records. Cable Records charges apply for work required to build or remove existing cable records assigned to NationNET in BellSouth's systems. The VG/DSO per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees are assessed as nonrecurring charges in all BellSouth states, and are billed by BellSouth upon receipt of NationNET's BFFO.
- 8.9 Security Escort. A security escort will be required whenever NationNET or its approved agent desires access to the entrance manhole or a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.12.1 prior to NationNET's completion of the BellSouth Security Training requirements. The rates for security escort service are assessed pursuant to the fee schedule in Exhibit B, beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and NationNET shall pay for such half-hour charges in the event NationNET fails to show up for the scheduled escort appointment.
- 8.10 Other. If no rate is identified in this Attachment or Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## **9. Insurance**

- 9.1 NationNET shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 NationNET shall maintain the following specific coverage:
- 9.2.1 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 the Commercial General Liability policy as specified herein.
- 9.2.2 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.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of NationNET's real and personal property situated on or within BellSouth's Central Office location(s).

- 9.2.4 NationNET 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.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to NationNET to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by NationNET 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 Premises and shall remain in effect for the term of this Attachment or until all NationNET's property has been removed from BellSouth's Premises, whichever period is longer. If NationNET fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NationNET.
- 9.5 NationNET shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NationNET shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from NationNET's insurance company. NationNET shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Office - Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 NationNET 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.
- 9.7 Self-Insurance. If NationNET's net worth exceeds five hundred million dollars (\$500,000,000), NationNET may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. NationNET shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to NationNET in the event that self-insurance status is not granted to NationNET. If BellSouth approves NationNET for self-insurance, NationNET shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NationNET's corporate officers. The ability to self-insure shall continue so long as the NationNET meets all of the requirements of this Section. If NationNET subsequently no longer

satisfies this Section, NationNET is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to NationNET to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **10. Mechanics Lien**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NationNET), 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) business 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.

## **11. Inspections**

- 11.1 BellSouth may conduct an inspection of NationNET's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NationNET's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NationNET adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NationNET 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.

## **12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, NationNET will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NationNET employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the NationNET 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. NationNET shall not be required to perform this investigation if an affiliated company of NationNET

- has performed an investigation of the NationNET employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NationNET has performed a pre-employment statewide investigation of criminal history records of the NationNET employee for the states/counties where the NationNET employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 NationNET will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 NationNET 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 BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and NationNET's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of NationNET not possessing identification issued by NationNET or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NationNET shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. NationNET shall be solely responsible for ensuring that any Guest(s) of NationNET is in compliance with all subsections of this Section.
- 12.4 NationNET shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NationNET shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any NationNET personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NationNET chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NationNET may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 NationNET shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 NationNET shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each NationNET employee or agent hired by NationNET within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, NationNET shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, NationNET will disclose the nature of the convictions to BellSouth at that time. In the alternative, NationNET may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other NationNET employees requiring access to a BellSouth Premises pursuant to this Attachment, NationNET shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, NationNET shall promptly remove from the BellSouth Premises any employee of NationNET BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of NationNET is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview NationNET's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to NationNET's Security representative of such interview. NationNET and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NationNET's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill NationNET for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that NationNET's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill NationNET for BellSouth property, which is stolen or damaged where an investigation determines the culpability of NationNET's employees, agents, or suppliers and where NationNET agrees, in good faith, with the results of such investigation. NationNET shall notify BellSouth in writing immediately in the event that NationNET discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. NationNET shall hold

- BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for NationNET's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, 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 NationNET'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 NationNET, except for improvements not to 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. NationNET may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If NationNET's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NationNET. Where allowed and where practical, NationNET may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NationNET shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NationNET's permitted use, until such Collocation Space is fully repaired and restored and NationNET's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where NationNET



has placed an Adjacent Arrangement pursuant to Section 3.4, NationNET 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.

**14. Eminent Domain**

- 14.1 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 with respect to such Collocation Space or Adjacent Arrangement 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 NationNET shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

- 15.1 NationNET 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

## 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 NationNET 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 Attachment.
- 1.2 Notice. BellSouth and NationNET 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. NationNET should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for NationNET 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 suppliers of BellSouth for environmental protection. NationNET will require its suppliers, 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 NationNET when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the NationNET space with proper notification. BellSouth reserves the right to stop any NationNET work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by NationNET are owned by NationNET. NationNET 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 NationNET or different hazardous materials used by NationNET at a BellSouth Premises. NationNET must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by NationNET to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and NationNET 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 NationNET will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NationNET 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 NationNET 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, suppliers, or employees concerning its operations at the BellSouth Premises.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, NationNET 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. NationNET further agrees to cooperate with BellSouth to ensure that NationNET's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by NationNET, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from NationNET's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material	Compliance with all applicable local,	Std T&C 450

(e.g., batteries, fluorescent tubes, solvents & cleaning materials)	state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's 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)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations	Procurement Manager (CRES Related Matters)-BST Supply

	All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	Chain Services  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL & KY(local area code) 557-6194 SC (local area code) 780-2740

### 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 BellSouth Premises 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**

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

## **Attachment 4**

### **Remote Site Physical Collocation**

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## **BELLSOUTH**

### **REMOTE SITE PHYSICAL COLLOCATION**

#### **1. Scope of Attachment**

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when NationNET is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to NationNET Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow NationNET to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by NationNET and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 The number of bays specified by NationNET may contemplate a request for space sufficient to accommodate NationNET’s growth within a two-year period.
- 1.3.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies NationNET that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon NationNET's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for NationNET. NationNET agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for NationNET. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for NationNET as above, NationNET shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with NationNET in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. NationNET will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. NationNET shall use the Remote Collocation Space for the purposes of installing, maintaining and operating NationNET's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) in accordance with the Act and FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded. . For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 25 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 1.9 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by NationNET in its Application, as affirmed by the Bona Fide Firm Order ("BFFO")

or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support NationNET's request(s) pursuant to this Attachment.

## **2. Space Availability Report**

2.1 Space Availability Report. Upon request from NationNET, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from NationNET for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If NationNET is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, NationNET may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, NationNET should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. NationNET should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify NationNET and inform NationNET of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide NationNET with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a NationNET request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in

BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by NationNET, up to a maximum of thirty (30) wire centers per NationNET request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) NationNET agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

### **3. Collocation Options**

3.1 Cageless. BellSouth shall allow NationNET to collocate NationNET's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow NationNET to have direct access to NationNET's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single bay increments. Except where NationNET's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, NationNET must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 following.

3.2 Caged. At NationNET's expense, NationNET may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. NationNET's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with NationNET and provide, at NationNET's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for NationNET's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. NationNET's BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by NationNET's BellSouth Certified Supplier. NationNET must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access NationNET's locked enclosure prior to notifying NationNET at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for NationNET.

3.2.1 BellSouth may elect to review NationNET's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to NationNET indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if NationNET has indicated their

desire to construct their own enclosure. If NationNET's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review NationNET's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require NationNET to remove or correct within seven (7) calendar days at NationNET's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.3 Subleased Caged. NationNET may allow other telecommunications carriers to sublease NationNET's Remote Collocation Space pursuant to terms and conditions agreed to by NationNET ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. NationNET shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any Application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by NationNET that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and NationNET.
- 3.3.1 NationNET, as the Host, shall be the sole interface and responsible Party to BellSouth 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. BellSouth shall provide NationNET with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In addition to the foregoing, NationNET shall be the responsible party to BellSouth for the purpose of submitting applications for bay placement for the Guest.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.



- 3.3.3 NationNET 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 NationNET's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by NationNET and in conformance with BellSouth's design and construction Specifications. Further, NationNET shall construct, procure, maintain and operate said Remote Site 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 application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should NationNET elect Adjacent Collocation, NationNET must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, NationNET and NationNET's BellSouth Certified Supplier must comply with local building code requirements. NationNET's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NationNET's BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by NationNET's BellSouth Certified Supplier. NationNET must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access NationNET's locked enclosure prior to notifying NationNET at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 NationNET must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review NationNET's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require NationNET to remove or correct within seven (7) calendar days at NationNET's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.



- 3.4.3 NationNET shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At NationNET’s option, and where the local authority having jurisdiction permits, 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. In Alabama, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. NationNET’s BellSouth Certified Supplier shall be responsible, at NationNET’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross-Connects (CCXCs). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit NationNET to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both NationNET’s agreement and the other collocated telecommunications carrier’s agreement must contain rates, terms and conditions for CCXC language. At no point in time shall NationNET use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 NationNET must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by NationNET. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where NationNET’s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, NationNET will have the option of using NationNET’s own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. NationNET shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. NationNET shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). NationNET is responsible for ensuring the integrity of the signal.
- 3.5.2 NationNET shall be responsible for providing a letter of authorization (“LOA”) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. NationNET-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support

structure used. In the case of two contiguous caged collocation arrangements, NationNET will have the option of using NationNET's own technicians to construct its own dedicated support structure.

- 3.5.3 To order CCXCs, NationNET must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 Space Ready Date. BellSouth will notify NationNET in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date").

- 4.2 Acceptance Walk Through. NationNET will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying NationNET that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to NationNET's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If NationNET has met the fifteen (15) calendar day interval(s), billing will begin upon the date of NationNET's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that NationNET fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by NationNET on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If NationNET decides to occupy the space prior to the Space Ready Date, the date NationNET occupies the space becomes the new Space Acceptance Date and billing begins from that date. NationNET 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 cross connects until receipt of such notice. For purposes of this paragraph, NationNET's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, NationNET may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the

date NationNET and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that NationNET signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and NationNET jointly conduct an inspection, which confirms that NationNET has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate NationNET's right to occupy the Remote Collocation Space in the event NationNET fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, NationNET at its expense shall remove its equipment and other property from the Remote Collocation Space. NationNET shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of NationNET's Guest(s), unless NationNET's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. NationNET shall continue payment of monthly fees to BellSouth until such date as NationNET, and if applicable NationNET's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should NationNET or NationNET's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of NationNET or NationNET's Guest(s), in any manner that BellSouth deems fit, at NationNET's expense and with no liability whatsoever for NationNET's or NationNET's Guest(s)'s property. Upon termination of NationNET's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and NationNET shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the NationNET except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts NationNET's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. NationNET shall be responsible for the cost of removing any NationNET constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Remote Site Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space

must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on NationNET's failure to comply with this Section.
- 5.1.2.1 All NationNET equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 NationNET shall identify to BellSouth whenever NationNET submits a Method of Procedure ("MOP") adding equipment to NationNET's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in NationNET's Remote Collocation Space. NationNET shall submit a copy of the list of any lien holders or other entities that have a financial interest to NationNET's ATCC Representative.
- 5.2 Marketing. NationNET shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Equipment Identification. NationNET shall place a plaque or other identification affixed to NationNET's equipment to identify NationNET's equipment, including a list of emergency contacts with telephone numbers.

- 5.4 Entrance Facilities. NationNET may elect to place NationNET-owned or NationNET-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. NationNET will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. NationNET must contact BellSouth for instructions prior to placing the entrance facility cable. NationNET is responsible for maintenance of the entrance facilities.
- 5.5 Shared Use. NationNET may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to NationNET's collocation arrangement within the same BellSouth Remote Site Location. The Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from NationNET.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between NationNET's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. NationNET or its agent must perform all required maintenance to NationNET equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following.
- 5.7 Equipment and Facilities. NationNET, or if required by this Attachment, NationNET's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NationNET which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. NationNET and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to NationNET at least forty-eight (48) hours before access to the Remote Collocation Space is required. NationNET may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NationNET will not bear any of the expense associated with this work.
- 5.9 Customer Access. Pursuant to Section 12, NationNET shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week.



NationNET agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of NationNET or NationNET's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by NationNET and returned to BellSouth Access Management within fifteen (15) calendar days of NationNET's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. NationNET agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NationNET's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with NationNET or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to NationNET for access related issues.

- 5.9.1 BellSouth will permit one (1) accompanied site visit to NationNET's designated collocation arrangement location after receipt of the BFFO without charge to NationNET. NationNET must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date NationNET desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, NationNET may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event NationNET desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit NationNET to access the Remote Collocation Space accompanied by a security escort at NationNET's expense. NationNET must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. NationNET shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NationNET shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).
- 5.11 Interference or Impairment. For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. Notwithstanding any other provisions of this Attachment, NationNET shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service

provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications routed through the Remote Site; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NationNET violates the provisions of this paragraph, BellSouth shall give written notice to NationNET, which notice shall direct NationNET to cure the violation within forty-eight (48) hours of NationNET's actual receipt of written notice or, if such cure is not feasible, 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. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Either Party may submit any dispute regarding the source of the risk, impairment, interference, or degradation to the Commission.

- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if NationNET fails to take curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, 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 any other significant degradation, interference or impairment of BellSouth's or any other entity's service, 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 NationNET's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. BellSouth will provide notice to NationNET prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to NationNET for any damages arising from such action.
- 5.11.2 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and NationNET fails to take curative action within forty-eight (48) hours, BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to NationNET or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, NationNET shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the

performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under applicable FCC and Commission rules, the degraded service shall not prevail against the newly-deployed technology.

- 5.12 Personalty and Its Removal. Facilities and equipment placed by NationNET in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by NationNET at any time. Any damage caused to the Remote Collocation Space by NationNET's employees, agents or representatives shall be promptly repaired by NationNET at its expense.
- 5.13 Alterations. In no case shall NationNET or any person acting on behalf of NationNET make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as "Alterations", without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by NationNET. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 5.14 Upkeep of Remote Site Collocation Space. NationNET shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. NationNET shall be responsible for removing any NationNET debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

## **6. Ordering and Preparation of Remote Site Collocation Space**

- 6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to NationNET and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. When NationNET or NationNET's Guest(s) desires to install a bay in a Remote Site Location, NationNET shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). NationNET shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply which will be billed on the date that BellSouth provides an Application Response. The placement of



an additional bay at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay does not require an application.

- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit NationNET to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify NationNET of the amount that is available.
- 6.4 Space Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth's electronic application system will indicate when the application is Bona Fide. If it is not Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NationNET of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by NationNET or differently configured no application fee shall apply. If NationNET decides to accept the available space, NationNET must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.
- 6.5 Denial of Application. If BellSouth notifies NationNET that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying NationNET that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow NationNET, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 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). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or

- provision, BellSouth shall permit NationNET to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, and South Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of NationNET or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge NationNET a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 NationNET shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to NationNET's Bona Fide application or the application will expire.

- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of NationNET's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals.**

- 7.1.1 In Alabama, Kentucky, and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. 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). Extraordinary conditions shall include, but 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; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide NationNET with the estimated completion date in its Response.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and NationNET will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. 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 BFFO.

- 7.3 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 ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Use of BellSouth Certified Supplier. NationNET shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR73503, installation and removal work. NationNET, if a BellSouth Certified Supplier, or NationNET's BellSouth Certified Supplier must

follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, NationNET must use a separate BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide NationNET with a list of BellSouth Certified Suppliers, upon request. NationNET, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing NationNET's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and NationNET upon successful completion of installation and all associated work. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill NationNET directly for all work performed for NationNET pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by NationNET's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to NationNET or any supplier proposed by NationNET and will not unreasonably withhold certification.

- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. NationNET shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NationNET's Remote Collocation Space. Upon request, BellSouth will provide NationNET with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NationNET. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.6 Virtual to Physical Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, NationNET may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by NationNET, such information will be provided to NationNET in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to NationNET within one hundred eighty (180) calendar days of BellSouth's written denial of NationNET's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) NationNET was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then NationNET may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation

- Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. NationNET must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.6.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical cageless collocation within sixty (60) calendar days.
- 7.7 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill NationNET an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.7.1 In Alabama, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO , as long as the conversions meet all of the criteria specified above in Section 7.7.
- 7.8 Cancellation. If, at any time prior to space acceptance, NationNET cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. NationNET, 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 build-out, equip and occupy the Remote Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. NationNET agrees to pay the rates and charges identified in Exhibit B attached hereto.



- 8.2 Recurring Charges. If NationNET has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that NationNET fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If NationNET occupies the space prior to the Space Ready Date, the date NationNET occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.3 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.4 Bay Space. The bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power NationNET's equipment. NationNET shall pay bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for NationNET's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at NationNET's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space. If the power requirements for NationNET's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NationNET's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from NationNET certifying the completion of the power reduction, including the removal of the power cabling by NationNET's BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by NationNET's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NationNET's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At NationNET's option, NationNET may arrange

for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.7 Security Escort. A security escort will be required whenever NationNET or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and NationNET shall pay for such half-hour charges in the event NationNET fails to show up.

8.8 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.

## **9. Insurance**

9.1 NationNET shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 NationNET shall maintain the following specific coverage:

9.2.1 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 the Commercial General Liability policy as specified herein.

9.2.2 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.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of NationNET's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 NationNET 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.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to

NationNET to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.4 All policies purchased by NationNET 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 Remote Site Location and shall remain in effect for the term of this Attachment or until all of NationNET's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If NationNET fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NationNET.
- 9.5 NationNET shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NationNET shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from NationNET's insurance company. NationNET shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Office - Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 NationNET 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.
- 9.7 Self-Insurance. If NationNET's net worth exceeds five hundred million dollars (\$500,000,000), NationNET may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. NationNET shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to NationNET in the event that self-insurance status is not granted to NationNET. If BellSouth approves NationNET for self-insurance, NationNET shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NationNET's corporate officers. The ability to self-insure shall continue so long as NationNET meets all of the requirements of this Section. If NationNET subsequently no longer satisfies this Section, NationNET is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.



- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to NationNET to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NationNET), 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) business 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.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of NationNET's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between NationNET's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NationNET adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NationNET 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.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, NationNET will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NationNET employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the NationNET 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. NationNET shall not be required to perform this investigation if an affiliated company of NationNET has performed an investigation of the NationNET employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NationNET has performed a pre-employment statewide investigation of

- criminal history records of the NationNET employee for the states/counties where the NationNET employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 NationNET will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 NationNET shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and NationNET's name. BellSouth reserves the right to remove from its Remote Site Location any employee of NationNET not possessing identification issued by NationNET or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NationNET shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. NationNET shall be solely responsible for ensuring that any Guest(s) of NationNET is in compliance with all subsections of this Section.
- 12.4 NationNET shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. NationNET shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any NationNET personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NationNET chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NationNET may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 NationNET shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 NationNET shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each NationNET employee or agent hired by NationNET within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, NationNET

- shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, NationNET will disclose the nature of the convictions to BellSouth at that time. In the alternative, NationNET may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other NationNET employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, NationNET shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, NationNET shall promptly remove from BellSouth's Remote Site Location any employee of NationNET BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of NationNET is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.
- 12.7 Security Violations. BellSouth reserves the right to interview NationNET's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to NationNET's Security representative of such interview. NationNET and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NationNET's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill NationNET for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that NationNET's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill NationNET for BellSouth property, which is stolen or damaged where an investigation determines the culpability of NationNET's employees, agents, or suppliers and where NationNET agrees, in good faith, with the results of such investigation. NationNET shall notify BellSouth in writing immediately in the event that the NationNET discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment

practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Remote Collocation Space**

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for NationNET's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, 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 with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NationNET'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 NationNET, except for improvements not to 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. NationNET may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. A rebuild of equipment must be performed by a BellSouth Certified Vendor. If NationNET's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NationNET. Where allowed and where practical, NationNET may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, NationNET shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of

the Remote Collocation Space for NationNET's permitted use, until such Remote Collocation Space is fully repaired and restored and NationNET's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where NationNET has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, NationNET shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site 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 Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and NationNET shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

- 15.1 NationNET 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.



## 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 NationNET 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 Attachment.
- 1.2 Notice. BellSouth and NationNET 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. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. NationNET should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for NationNET to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. NationNET will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by NationNET when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the NationNET space with proper notification. BellSouth reserves the right to stop any NationNET work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by NationNET are owned by NationNET. NationNET 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 NationNET or different hazardous materials used by NationNET at the BellSouth Remote Site Location. NationNET must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site

Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by NationNET to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and NationNET 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 NationNET will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NationNET 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 NationNET 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, suppliers, or employees concerning its operations at the Remote Site Location.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, NationNET 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. NationNET further agrees to cooperate with BellSouth to ensure that NationNET's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by NationNET, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from NationNET's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

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)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance	<ul style="list-style-type: none"> <li>Std T&amp;C 450</li> <li>Fact Sheet Series 17000</li> <li>Std T&amp;C 660-3</li> </ul>

	EVET approval of supplier	<ul style="list-style-type: none"> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B (Contact ATCC Representative for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS</li> </ul>



		(Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul> <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL &amp; KY(local area code) 557-6194 SC (local area code) 780-2740</p>

### 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 remote site location 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

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama										Attachment: 4		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disc First	Nonrecurring Disc Add'l	OSS Rates(\$)			
															SOMEc	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																		
	Application																	
		Physical Collocation-Initial Application Fee						CLO	PE1BA		1,879.48		0.51					
		Physical Collocation-Subsequent Application Fee						CLO	PE1CA		1,566.60		0.51					
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application						CLO	PE1DT		584.22							
		Physical Collocation-Power Reconfiguration Only, Application Fee						CLO	PE1PR		398.76							
		Physical Collocation-Administrative Only-Application Fee						CLO	PE1BL		742.15							
		Physical Collocation-Application Cost, Simple Augment						CLO	PE1KS		594.41		1.21					
		Physical Collocation-Application Cost, Minor Augment						CLO	PE1KM		833.47		1.21					
		Physical Collocation-Application Cost, Intermediate Augment						CLO	PE1K1		1,058.00		1.21					
		Physical Collocation-Application Cost-Major Augment						CLO	PE1KJ		2,410.00		1.21					
	Space Preparation																	
		Physical Collocation-Floor Space, per sq feet						CLO	PE1PJ	3.22								
		Physical Collocation-Space Enclosure, welded wire, first 50 square feet						CLO	PE1BX	140.99								
		Physical Collocation-Space enclosure, welded wire, first 100 square feet						CLO	PE1BW	156.33								
		Physical Collocation-Space enclosure, welded wire, each additional 50 square feet						CLO	PE1CW	15.34								
		Physical Collocation-Space Preparation-C.O. Modification per square ft.						CLO	PE1SK	1.96								
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per square foot						CLO	PE1SL	2.62								
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage						CLO	PE1SM	88.86								
		Physical Collocation-Space Preparation-Firm Order Processing						CLO	PE1SJ		600.71							
		Physical Collocation-Space Availability Report, per Central Office Requested						CLO	PE1SR		1,075.17							
	Power																	
		Physical Collocation-Power, -48V DC Power-per Fused Amp Requested						CLO	PE1PL	7.83								
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp						CLO	PE1FB	4.91								
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp						CLO	PE1FD	9.84								
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp						CLO	PE1FE	14.74								
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp						CLO	PE1FG	34.06								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																		
		Physical Collocation-2-wire cross-connect, loop, provisioning						UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44				
		Physical Collocation-4-wire cross-connect, loop, provisioning						UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73				
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning						WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSP, UEPSE, UEPSP, USL	PE1P1	1.11	22.03	15.93	6.40	5.79				



COLLOCATION - Alabama												Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	</																		

COLLOCATION - Alabama											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation-2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
	Virtual Collocation-4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
	Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
	Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						
CFA	Virtual Collocation-CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
Cable Records	Virtual Collocation Cable Records-per request			AMTFS	VE1BA		759.29	488.11	133.00							
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12							
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
Security	Virtual collocation-Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73								
	Virtual collocation-Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86								
	Virtual collocation-Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98								
Maintenance	Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		27.93	10.73								
	Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		36.47	13.86								
	Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		45.02	16.98								
Entrance Cable	Virtual Collocation-Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49							
	Virtual Collocation-Cable Support Structure, per cable			AMTFS	ESPSX	14.97										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		307.70		168.22							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.10									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
	Power, DC Power Provisioning (Alabama Only ICB Rate)															
	Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								

COLLOCATION - Alabama											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86							
	Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98							
	Adjacent Remote Site Collocation														
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27									
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
	Virtual Remote Site Collocation														
	Virtual Collocation in the Remote Site-Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22					
	Virtual Collocation in the Remote Site-Per Bay/Rack of Space			VE1RS	VE1RC	201.42									
	Virtual Collocation in the Remote Site-Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87							
	Virtual Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56							
ADJACENT COLLOCATION															
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14									
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41									
	Adjacent Collocation-2-Wire Cross-Connects			UEANL,UEQ,UEA ,UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44					
	Adjacent Collocation-4-Wire Cross-Connects			UEA,UHL,UDL,U CL	PE1JF	0.04	12.39	11.87	6.39	5.73					
	Adjacent Collocation-DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79					
	Adjacent Collocation-DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92					
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92					
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25					
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,576.69		0.51						
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91									
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84									
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74									
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06									
	Adjacent Collocation-DC power provisioning (Alabama Only Mandate ICB)														
	Note: ICB means Individual Case Basis														
NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Kentucky												Attachment: 4		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disc First	Nonrecurring Disc Add'l	OSS Rates(\$)					
															SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
	Application																			
		Physical Collocation-Initial Application Fee							CLO	PE1BA	3,773.54			1.01						
		Physical Collocation-Subsequent Application Fee							CLO	PE1CA	3,145.35			1.01						
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application							CLO	PE1DT	584.20									
		Physical Collocation-Power Reconfiguration Only, Application Fee							CLO	PE1PR	399.50									
		Physical Collocation Administrative Only-Application Fee							CLO	PE1BL	742.12									
		Physical Collocation-Application Cost, Simple Augment							CLO	PE1KS	594.98			1.21						
		Physical Collocation-Application Cost, Minor Augment							CLO	PE1KM	834.26			1.21						
		Physical Collocation-Application Cost, Intermediate Augment							CLO	PE1K1	1,059.00			1.21						
		Physical Collocation-Application Cost-Major Augment							CLO	PE1KJ	2,412.00			1.21						
	Space Preparation																			
		Physical Collocation-Floor Space, per sq feet							CLO	PE1PJ	7.99									
		Physical Collocation-Space Enclosure, welded wire, first 50 square feet							CLO	PE1BX	166.83									
		Physical Collocation-Space enclosure, welded wire, first 100 square feet							CLO	PE1BW	184.97									
		Physical Collocation-Space enclosure, welded wire, each additional 50 square feet							CLO	PE1CW	18.14									
		Physical Collocation-Space Preparation-C.O. Modification per square ft.							CLO	PE1SK	2.32									
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per square foot							CLO	PE1SL	3.26									
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage							CLO	PE1SM	110.57									
		Physical Collocation-Space Preparation-Firm Order Processing							CLO	PE1SJ		1,206.07								
		Physical Collocation-Space Availability Report, per Central Office Requested							CLO	PE1SR		2,158.67								
	Power																			
		Physical Collocation-Power, -48V DC Power-per Fused Amp Requested							CLO	PE1PL	8.06									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp							CLO	PE1FB	5.44									
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp							CLO	PE1FD	10.88									
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp							CLO	PE1FE	16.32									
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp							CLO	PE1FG	37.68									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																				
		Physical Collocation-2-wire cross-connect, loop, provisioning							UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation-4-wire cross-connect, loop, provisioning							UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning							WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	1.48	44.23	31.98	12.81	11.57					





COLLOCATION - Kentucky											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
	Virtual to Physical																
		Physical Collocation-Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Entrance Cable																
		Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16							
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75									
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation-Application Fee			AMTFS	EAF		2,419.86		1.01							
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20									
		Virtual Collocation Administrative Only-Application Fee			AMTFS	VE1AF		742.12									
	Space Preparation																
		Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
	Power																
		Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	8.06										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation- 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation-4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46						
		Virtual collocation-Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.48	44.23	31.98	12.81	11.57						
		Virtual collocation-Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83						

COLLOCATION - Kentucky												Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84						
		Virtual Collocation-4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49						
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012										
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95						
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46						
	CFA																
		Virtual Collocation-CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55									
	Cable Records																
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
		Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
	Security																
		Virtual collocation-Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
		Virtual collocation-Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
		Virtual collocation-Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
	Maintenance																
		Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		56.07	21.53								
		Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		73.23	27.81								
		Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		90.39	34.09								
	Entrance Cable																
		Virtual Collocation-Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16							
		Virtual Collocation-Cable Support Structure, per cable			AMTFS	ESPSX	17.38										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		617.78		338.89							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		26.29									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81								

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
	Application																			
		Physical Collocation-Initial Application Fee							CLO	PE1BA		1,883.67		0.51						
		Physical Collocation-Subsequent Application Fee							CLO	PE1CA		1,570.10		0.51						
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application							CLO	PE1DT		584.42								
		Physical Collocation-Power Reconfiguration Only, Application Fee							CLO	PE1PR		400.33								
		Physical Collocation Administrative Only-Application Fee							CLO	PE1BL		743.66								
		Physical Collocation-Application Cost, Simple Augment							CLO	PE1KS		594.27		1.21						
		Physical Collocation-Application Cost, Minor Augment							CLO	PE1KM		833.26		1.21						
		Physical Collocation-Application Cost, Intermediate Augment							CLO	PE1K1		1,058.00		1.21						
		Physical Collocation-Application Cost-Major Augment							CLO	PE1KJ		2,409.00		1.21						
	Space Preparation																			
		Physical Collocation-Floor Space, per sq feet							CLO	PE1PJ	3.95									
		Physical Collocation-Space Enclosure, welded wire, first 50 square feet							CLO	PE1BX	197.69									
		Physical Collocation-Space enclosure, welded wire, first 100 square feet							CLO	PE1BW	219.19									
		Physical Collocation-Space enclosure, welded wire, each additional 50 square feet							CLO	PE1CW	21.50									
		Physical Collocation-Space Preparation-C.O. Modification per square ft.							CLO	PE1SK	2.75									
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per square foot							CLO	PE1SL	3.24									
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage							CLO	PE1SM	110.16									
		Physical Collocation-Space Preparation-Firm Order Processing							CLO	PE1SJ		602.05								
		Physical Collocation-Space Availability Report, per Central Office Requested							CLO	PE1SR		1,077.57								
	Power																			
		Physical Collocation-Power, -48V DC Power-per Fused Amp Requested							CLO	PE1PL	9.19									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp							CLO	PE1FB	5.67									
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp							CLO	PE1FD	11.36									
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp							CLO	PE1FE	17.03									
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp							CLO	PE1FG	39.33									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																				
		Physical Collocation-2-wire cross-connect, loop, provisioning							UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
		Physical Collocation-4-wire cross-connect, loop, provisioning							UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning							WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	1.12	22.08	15.96	6.42	5.80					



COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		84.68		77.30						
	Virtual to Physical																
		Physical Collocation-Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00								
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BO		33.00								
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00								
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00								
		Physical Collocation-Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				CLO	PE1BP		23.00								
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit				CLO	PE1BS		33.00								
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit				CLO	PE1BE		37.00								
	Entrance Cable																
		Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		794.22		22.54						
		Physical Collocation-Cable Support Structure, per Entrance Cable				CLO	PE1PM	21.33									
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber				CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																	
	Application																
		Virtual Collocation-Application Fee				AMTFS	EAF		1,207.95		0.51						
		Virtual Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA		584.42								
		Virtual Collocation Administrative Only-Application Fee				AMTFS	VE1AF		743.66								
	Space Preparation																
		Virtual Collocation-Floor Space, per sq. ft.				AMTFS	ESPVX	3.95									
	Power																
		Virtual Collocation-Power, per fused amp				AMTFS	ESPAX	9.19									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation- 2-wire cross-connect, loop, provisioning				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
		Virtual Collocation-4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
		Virtual collocation-Special Access & UNE,cross-connect per DS1				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.12	22.08	15.96	6.42	5.80					
		Virtual collocation-Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					

COLLOCATION - South Carolina														Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF			CNC2F	2.86	20.94	15.23	7.40	5.93						
				Virtual Collocation-2-Fiber Cross Connects														
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF			CNC4F	5.71	25.61	19.90	9.73	8.26						
				Virtual Collocation-4-Fiber Cross Connects														
				Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001									
				Virtual Collocation-Co-Carrier Cross Connects/Direct Connect-Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015									
				UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C			VE1R2	0.0317	12.32	11.83	6.04	5.45						
				Virtual Collocation 2-Wire Cross Connect, Port														
				Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74					
	CFA			Virtual Collocation-CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71								
	Cable Records																	
				Virtual Collocation Cable Records-per request			AMTFS	VE1BA		760.98	489.20	133.29						
				Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54						
				Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91						
				Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77						
				Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68						
				Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30						
	Security																	
				Virtual collocation-Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75							
				Virtual collocation-Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89							
				Virtual collocation-Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02							
	Maintenance																	
				Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		27.99	10.75							
				Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		36.56	13.89							
				Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		45.12	17.02							
	Entrance Cable																	
				Virtual Collocation-Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54						
				Virtual Collocation-Cable Support Structure, per cable			AMTFS	ESPSX	18.66									
COLLOCATION IN THE REMOTE SITE																		
	Physical Remote Site Collocation																	
				Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		308.38		168.60						
				Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44									
				Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.13								
				Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		116.13								
				Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64								
				Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50								
				Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
				Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							



COLLOCATION - South Carolina										Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour				CLORS	PE1PT			27.23	17.02						
		Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee				CLORS	PE1RU			755.62	755.62						
		Remote Site-Adjacent Collocation-Real Estate, per square foot				CLORS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-AC Power, per breaker amp				CLORS	PE1RS	6.27									
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
		Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site-Application Fee				VE1RS	VE1RB			616.76		337.19					
		Virtual Collocation in the Remote Site-Per Bay/Rack of Space				VE1RS	VE1RC	246.44									
		Virtual Collocation in the Remote Site-Space Availability Report per Premises requested				VE1RS	VE1RR			232.25							
		Virtual Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested				VE1RS	VE1RL			75.27							
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per Sq. Ft.				CLOAC	PE1JA	0.0939									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	6.40									
		Adjacent Collocation-2-Wire Cross-Connects				UEANL,UEQ,UEA, UCL, UAL, UHL, UDN	PE1JE	0.0264		12.32	11.83	6.04	5.45				
		Adjacent Collocation-4-Wire Cross-Connects				UEA,UHL,UDL,U CL	PE1JF	0.0527		12.42	11.90	6.40	5.74				
		Adjacent Collocation-DS1 Cross-Connects				USL	PE1JG	1.03		22.08	15.96	6.42	5.80				
		Adjacent Collocation-DS3 Cross-Connects				UE3	PE1JH	14.00		20.94	15.23	7.39	5.93				
		Adjacent Collocation-2-Fiber Cross-Connect				CLOAC	PE1JJ	2.37		20.94	15.23	7.40	5.93				
		Adjacent Collocation-4-Fiber Cross-Connect				CLOAC	PE1JK	4.53		25.61	19.90	9.73	8.26				
		Adjacent Collocation-Application Fee				CLOAC	PE1JB			1,580.20							
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1JL	5.67									
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1JM	11.36									
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1JN	17.03									
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1JO	39.33									
		NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

## **Attachment 5**

### **Access to Numbers and Number Portability**

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## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS**

- 1.1 During the term of this Agreement, where NationNET is utilizing its own switch, NationNET shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to NationNET, BellSouth will provide NationNET with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NationNET acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NationNET may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to NationNET) telephone numbers per rate center if the following conditions are met:
  - 1.2.1 NationNET must: (1) indicate that all of the intermediate numbers currently held by NationNET in each rate center where NationNET will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where NationNET will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by NationNET in the rate center where NationNET is requesting telephone numbers has reached at least 70%.
  - 1.2.2 The above information will be provided by NationNET by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where NationNET will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by NationNET to End Users by the total number of intermediate numbers held by NationNET in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
  - 1.2.3 If fulfilling NationNET's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy NationNET's request for intermediate numbers. BellSouth will also pursue all appropriate steps

(including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy NationNET's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by NationNET for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.4 NationNET agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.

1.3 NationNET acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that NationNET cancel all or a portion of its unassigned intermediate numbers. NationNET's consent to BellSouth's request shall not be unreasonably withheld.

## **2. LOCAL NUMBER PORTABILITY**

2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.

2.2 End User Line Charge. Where NationNET subscribes to BellSouth's local switching, BellSouth shall bill and NationNET shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.4 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.6 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.7 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer

Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

- 2.8 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and NationNET shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and NationNET will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.13 Where NationNET utilizes BellSouth's LNP Query Service, BellSouth shall bill and NationNET shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, NationNET shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com) under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

### **3. OSS RATES**

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachments 1 and 2.

### **4. LNP IN CONJUNCTION WITH LOCAL SWITCHING**

- 4.1 Where NationNET purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.2 When NationNET submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. NationNET shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, NationNET shall pay to BellSouth the manual service order charges specified in Exhibit A of Attachment 2 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.
- 4.3 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

**Attachment 6**

**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair**



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## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 BellSouth shall provide to NationNET nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that NationNET can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide NationNET with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of NationNET and other CLECs in the aggregate.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

- 2.1 BellSouth shall provide NationNET nondiscriminatory access to its OSS and the necessary information contained therein in order that NationNET can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of NationNET to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for NationNET's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 NationNET agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that NationNET can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and NationNET will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by

the change management process as described in Section 2.6 below. NationNET shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. NationNET shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, NationNET shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. NationNET 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. BellSouth reserves the right to audit NationNET's access to customer record information. If a BellSouth audit of NationNET's access to customer record information reveals that NationNET is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to NationNET may take corrective action, including but not limited to suspending or terminating NationNET's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.3 Ordering. BellSouth will make available to NationNET electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and NationNET will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.3.1 NationNET shall place orders for services by submitting a local service request (LSR) to BellSouth. BellSouth shall bill NationNET an electronic service order charge as specified in Exhibit A of Attachment 2 for each LSR submitted by means of an Electronic Interface. BellSouth shall bill NationNET a manual service order charge as specified in Exhibit A of Attachment 2 for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 2.3.1.1 NationNET may submit an LSR to request that an End User's service be temporarily withheld, denied, or restored. Alternatively, NationNET may submit a

list of such End Users if NationNET provides a separate PON for each location on the list. Each location will be billed as a separate LSR.

- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill the electronic or manual service order charges for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent NationNET requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of NationNET, BellSouth will not assess NationNET additional charges beyond the rates and charges specified in this Agreement.
  - 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by NationNET (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill NationNET for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1, Section 13.3.1 (E).
  - 2.4.2 Cancellation Charges. If NationNET cancels an LSR for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
    - 2.4.2.1 Notwithstanding the foregoing, if NationNET places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where NationNET places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, NationNET may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should

NationNET elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by NationNET, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Attachment 2 of this Agreement, will apply as applicable.
- 2.4.4 Order Modification Charges. If NationNET modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by NationNET in accordance Attachment 2 of this Agreement.
- 2.5 Maintenance and Repair. BellSouth will make available to NationNET electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and NationNET will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and NationNET agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.1 If NationNET reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge NationNET for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by NationNET (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill NationNET for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide NationNET nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.7 Change Management. BellSouth and NationNET agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and

retirement of interfaces. BellSouth and NationNET agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to NationNET at BellSouth's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit A of Attachment 2.

2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

### 3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by NationNET will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, NationNET shall be required to submit a new service request. Incorrect or invalid requests returned to NationNET for correction or clarification will be held for thirty (30) calendar days. If NationNET does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. NationNET will be the single point of contact with BellSouth for ordering activity for network elements and other services used by NationNET to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. NationNET and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by NationNET to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will



notify NationNET that such a request has been processed but will not be required to notify NationNET in advance of such processing.

- 3.2.1 Neither BellSouth nor NationNET shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and LSR rejection/clarification in accordance with the intervals specified in Attachment 9 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of NationNET elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to NationNET by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify NationNET that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact NationNET for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact NationNET to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.4.1 When NationNET's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to NationNET, which has the billing relationship with that End User, and NationNET may pass such charge to the End User.

**Attachment 7**  
**Billing**



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## **BILLING**

### **1. PAYMENT AND BILLING ARRANGEMENTS**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to NationNET under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
  - 1.1.1 For any service(s) BellSouth receives from NationNET, NationNET shall bill BellSouth in CBOS format.
  - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
  - 1.1.3 BellSouth will render bills each month on established bill days for each of NationNET's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in FCC Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
  - 1.1.4 BellSouth will bill NationNET in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
    - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill NationNET, and NationNET will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
  - 1.1.5 BellSouth will not perform billing and collection services for NationNET as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, NationNET will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to

establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, NationNET may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from NationNET.

- 1.2.1 Company Identifiers. If NationNET needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when NationNET has already been conducting business utilizing those Company Identifiers, NationNET shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of NationNET’s End User records and any other changes to BellSouth systems or NationNET records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of NationNET to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual NationNET entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to NationNET will not include those taxes or fees from which NationNET is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and NationNET shall pay all applicable taxes and fees. In the event that NationNET believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to NationNET its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from NationNET and at NationNET’s sole expense, pursue such refund claim on behalf of NationNET, provided that NationNET promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to NationNET. NationNET shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by NationNET to its End Users.

1.3 Deposit Policy. NationNET shall complete the BellSouth Credit Profile and provide information to BellSouth regarding NationNET's credit condition. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by NationNET. Any such security deposit shall in no way release NationNET from its obligation to make complete and timely payments of its bill. NationNET shall pay any applicable deposits for new service prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in NationNET's "accounts receivables and proceeds." Deposit request notices will be sent to NationNET via certified mail or overnight delivery. NationNET shall pay any applicable security deposit for existing service within fifteen (15) days of the deposit request. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall, accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST). Security deposits collected under this Section shall not exceed two months' estimated billing. In the event NationNET fails to remit to BellSouth any deposit requested pursuant to this Section within fifteen (15) days of deposit request, service to NationNET may be terminated in accordance with the terms of Section 1.5 of this Attachment, and any security deposits will be applied to NationNET's account(s). In the event NationNET defaults on its account, service to NationNET will be terminated in accordance with the terms of Section 1.5 below, and any security deposits will be applied to NationNET's account.

1.4 Payment Policy

1.4.1 Payment Responsibility. Payment of all charges will be the responsibility of NationNET. NationNET shall pay invoices by utilizing wire transfer services or automatic clearing house services. NationNET shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between NationNET and NationNET's End User.

1.4.2 Payment Due. Payment for services provided, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to NationNET's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does

not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

1.4.2.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 charge, as set forth in Section 1.4.2.2, below, shall apply.

1.4.2.2 Late Payment. If any portion of the payment is not received by BellSouth on or before 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 and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, NationNET may be charged a fee for all returned checks at the rate set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.5 Discontinuing Service to NationNET. The procedures for discontinuing service to NationNET are as follows:

1.5.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by NationNET of the rules and regulations of BellSouth's tariffs.

1.5.2 If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to NationNET that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts that become past due before refusal, incompleteness or suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.2 above within seven (7) days following such written notice. In addition, at the same time, BellSouth may provide written notice to the person designated by NationNET to receive notices of noncompliance as provided in the General Terms and Conditions of this Agreement, that BellSouth may discontinue the provision of existing services to NationNET if payment of such amounts, and all other amounts that become past due before discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or

cashier's check in the manner set forth in Section 1.4.2 above within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.3.

1.5.3 BellSouth may take the action to discontinue the provision of existing service upon fifteen (15) calendar days from the day after BellSouth provides written notice of such discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) NationNET has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to NationNET within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to NationNET, using one of the media described in (1) above, more than thirty (30) calendar days before notice to discontinue service has been rendered.

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

1.5.5 Discontinuance of service on NationNET's account will effect a discontinuance of service to NationNET's End Users. NationNET is solely responsible for notifying the End User of the discontinuance of service. If, within seven (7) days after NationNET's services have been discontinued, NationNET pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for NationNET. If within seven (7) days after NationNET's service has been discontinued and NationNET has failed to pay all past due charges as described above, then NationNET's service will be disconnected.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from NationNET, shall be forwarded to the individual and/or address provided by NationNET in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by NationNET as the contact for billing information. All monthly bills and notices described in this

Section shall be forwarded to the same individual and/or address; provided, however, upon written request from NationNET to BellSouth's billing organization, the notice of discontinuance of services purchased by NationNET under this Agreement provided for in Section 1.5 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

- 1.7 Rates. Rates for Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## **2. BILLING DISPUTES**

- 2.1 NationNET shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if NationNET is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by NationNET by such sixtieth (60<sup>th</sup>) day, NationNET must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by NationNET and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by NationNET for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of NationNET, any credits and interest due to NationNET as a result thereof shall be applied to NationNET's account by BellSouth upon resolution of the billing dispute.

## **3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING**

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit

alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).
- 3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to NationNET by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.7 NationNET shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.



- 3.8 Charges or credits, as applicable, will be applied by BellSouth to NationNET on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 NationNET must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, NationNET must request that BellSouth establish a unique hosted RAO code for NationNET. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.10 BellSouth will receive messages from NationNET that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. NationNET shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from NationNET.
- 3.12 All data received from NationNET that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.13 All data received from NationNET that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by NationNET and will forward them to NationNET on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and NationNET will be distributed via Secure File Transfer Protocol (FTP) mailbox. 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move NationNET to CONNECT:Direct file delivery.
- 3.15.1 If NationNET is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and NationNET for the purpose of data transmission. Where a dedicated line is required, NationNET will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NationNET 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 an individual 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 NationNET. Additionally, all message toll charges associated with the use of the dial circuit by NationNET will be the responsibility of NationNET. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the NationNET end for the purpose of data transmission will be the responsibility of NationNET.

- 3.15.2 If NationNET utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of NationNET.
- 3.16 All messages and related data exchanged between BellSouth and NationNET will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 NationNET will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.18 Should it become necessary for NationNET to send data to BellSouth more than sixty (60) days past the message date(s), NationNET will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or NationNET, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from NationNET, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify NationNET of the error. NationNET 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, NationNET will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.21 In association with message distribution service, BellSouth will provide NationNET with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.
- 3.23 Intercompany Settlements Messages

- 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by NationNET as a facilities based provider of local exchange telecommunications services.
- 3.23.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of NationNET and will distribute copies of these reports to NationNET on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by NationNET from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of NationNET. BellSouth will remit the revenue billed by NationNET to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of NationNET. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to NationNET via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.4 Through NICS, BellSouth will collect the revenue earned by NationNET within the BellSouth territory from another LEC 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 NationNET. BellSouth will remit the revenue billed by NationNET within the BellSouth region to the LEC 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 NationNET via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.5 BellSouth and NationNET agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

CMDS RATES - Alabama														Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS					Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect						
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS																			
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
		CMDS: Message Processing, per message								0.004									
		CMDS: Data Transmission (CONNECT:Direct), per message								0.001									

CMDS RATES - Kentucky														Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS					Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect						
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS																			
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
		CMDS: Message Processing, per message								0.004									
		CMDS: Data Transmission (CONNECT:Direct), per message								0.001									

CMDS RATES - South Carolina														Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS																				
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																			
		CMDS: Message Processing, per message								0.004										
		CMDS: Data Transmission (CONNECT:Direct), per message								0.001										

ODUF/ADUF - Alabama											Attachment: 7		Exhibit: A							
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF																				
ACCESS DAILY USAGE FILE (ADUF)																				
	ADUF: Message Processing, per message									0.007037										
	ADUF: Data Transmission (CONNECT:DIRECT), per message									0.000113										
OPTIONAL DAILY USAGE FILE (ODUF)																				
	ODUF: Recording, per message									0.000011										
	ODUF: Message Processing, per message									0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned									42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message									0.000094										
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.																				

ODUF/ADUF - Kentucky											Attachment: 7		Exhibit: A						
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF																			
ACCESS DAILY USAGE FILE (ADUF)																			
	ADUF: Message Processing, per message									0.001857									
	ADUF: Data Transmission (CONNECT:DIRECT), per message									0.00012447									
OPTIONAL DAILY USAGE FILE (ODUF)																			
	ODUF: Recording, per message									0.0000136									
	ODUF: Message Processing, per message									0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned									35.90									
	ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010372									
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.																			



ODUF/ADUF - South Carolina											Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	OSS Rates (\$)				
											SOME	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.008061									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000216									
	ODUF: Message Processing, per message					0.004704									
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863									
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.															

## **Attachment 8**

### **Rights-of-Way, Conduits and Pole Attachments**

## **Rights-of-Way, Conduits and Pole Attachments**

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a separate license agreement negotiated with BellSouth.

**Attachment 9**

**Performance Measurements**

## **PERFORMANCE MEASUREMENTS**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

**Attachment 10**  
**BellSouth Disaster Recovery Plan**



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## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following website:

<http://interconnection.bellsouth.com/products/vertical/tsp.html>. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

## 2.0 SINGLE POINT OF CONTACT

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

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

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

## 3.0 IDENTIFYING THE PROBLEM

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

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



For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

### **3.1 SITE CONTROL**

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

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

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

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

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

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

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

### **3.2 ENVIRONMENTAL CONCERNS**

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

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

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

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

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

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

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

### **4.0 THE EMERGENCY CONTROL CENTER (ECC)**

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

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

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

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

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

## **5.0 RECOVERY PROCEDURES**

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

### **5.1 CLEC OUTAGE**

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

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

### **5.2 BELL SOUTH OUTAGE**

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### **5.2.1 Loss of a Central Office**

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

### **5.2.3 Loss of a Central Office with Tandem Functions**

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

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

### **5.2.4 Loss of a Facility Hub**

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

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)**

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

### **6.0 T1 IDENTIFICATION PROCEDURES**

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

### **7.0 ACRONYMS**

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

## **Hurricane Information**

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

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

## **BST Disaster Management Plan**

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

## **Attachment 11**

### **Bona Fide Request and New Business Request Process**

## **BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS**

### **1. BONA FIDE REQUEST**

- 1.1 The Parties agree that NationNET is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when NationNET makes a request of BellSouth to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by NationNET and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include NationNET's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to NationNET's designated BellSouth Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from NationNET at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to NationNET by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified Network Element, interconnection option or service option or confirm that BellSouth will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required



resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified Network Element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the Network Element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet NationNET's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify NationNET within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If NationNET accepts the complex request evaluation fee proposed by BellSouth, NationNET shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to NationNET by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 NationNET may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If NationNET cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 NationNET will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If NationNET fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of NationNET's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of NationNET's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of NationNET's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 NationNET shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless NationNET agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If NationNET believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

## **2 New Business Request**

- 2.1 NationNET also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by NationNET to make a request of BellSouth for a new or modified

feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

- 2.2 An NBR shall be submitted in writing by NationNET and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to NationNET's designated BellSouth Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from NationNET at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the request NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to NationNET by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet NationNET's requested date.
- 2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify NationNET within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If NationNET accepts the complex request evaluation fee amount proposed by BellSouth, NationNET shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

- 2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to NationNET by providing a preliminary analysis of such Requested NBR Services.
- 2.8 NationNET may cancel an NBR at any time. If NationNET cancels the request more than ten (10) business days after submitting it, NationNET shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 NationNET will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If NationNET fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of NationNET's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of NationNET's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.12 NationNET shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit NationNET's account for the difference.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.