

BELLSOUTH® / CLEC Agreement

Customer Name: EPIK Communications Incorporated

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By and Between

BellSouth Telecommunications, Inc.

And

EPIK Communications Incorporated

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between EPIK Communications, Inc. ("EPIK"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, EPIK has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. dba Covad Communications Company dated 12/19/01 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

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

1. EPIK and BellSouth shall adopt in its entirety the DIECA Communications, Inc. dba Covad Communications Company Interconnection Agreement dated 12/19/01 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The DIECA Communications, Inc. dba Covad Communications Company Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Header Page	1
Title Page	1

06/26/02

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TOTAL	898

2. The Parties agree to delete the rates in Attachment 1, Exhibit G, Attachment 2, Exhibit C, Attachment 3, Exhibit A, Attachment 4, Exhibit D, Attachment 5, Exhibit A, Attachment 7, Exhibit A, in their entirety for the state of Alabama and replace with the rates as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

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

4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the General Terms and Conditions of the DIECA Communications, Inc. dba Covad Communications Company Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the DIECA Communications, Inc. dba Covad Communications Company Interconnection Agreement, the effective date shall be 12/19/01.

5. EPIK shall accept and incorporate any amendments to the DIECA Communications, Inc. dba Covad Communications Company Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

06/26/02

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

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

EPIK Communications, Inc.

Douglas Pickle
3501 Quadrangle Boulevard
Orlando, FL 32817

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

06/26/02

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

BellSouth Telecommunications, Inc.

Signature on file

Signature _____

Elizabeth R. A. Shiroishi

Name

August 21, 2002

Date

EPIK Communications, Inc.

Signature on file

Signature

E.C. Sanders

Name

August 15, 2002

Date

Exhibit 2

RESALE DISCOUNTS AND RATES

	ALABAMA								
APPLICABLE DISCOUNTS									
RESIDENCE	16.3%								
BUSINESS	16.3%								
CSAs*									
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES									
<u>ELEMENT</u>	<u>USOC</u>								
Electronic LSR	SOMEK	\$3.50							
Manual LSR	SOMAN	\$19.99							

RESALE DISCOUNTS AND RATES

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APPLICABLE DISCOUNTS										
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OPERATIONAL SUPPORT SYSTEMS (OSS) RATES										
<u>ELEMENT</u>	<u>USOC</u>									
Electronic LSR	SOMEK	\$3.50								
Manual LSR	SOMAN	\$19.99								

Exhibit 2

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	
										SOMEc	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			OHD		0.000498bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000498									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* 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	TPP++		333.69	56.91							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	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			OHD		0.0000023bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003224bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.008838									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	21.13	40.54	16.74							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	16.74							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	16.74							
	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	16.35							
	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	60.20							
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.97	193.10	33.17	36.64	3.20					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, 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															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	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 COC) 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.															

Exhibit 2

COLLOCATION - Alabama										Attachment: 4		Exhibit: D				
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 Disconnect
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48	0.51	0.51						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60	0.51	0.51						
	Physical Collocation - Cageless - Application Fee - Initial			CLO	PE1CH		1,205.26	1,205.26	0.51	0.51						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71	600.71								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.62										
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	88.86										
	Physical Collocation - Cable Installation			CLO	PE1BD		859.71	859.71	22.49	22.49						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.22										
	Physical Collocation - Cable Support Structure			CLO	PE1PM	17.11										
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	14.97										
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	7.83										
	Physical Collocation - Power Reduction, Application Fee			CLO	PE1PR		399.51									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	4.91										
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	9.84										
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	14.74										
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	34.06										
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44						
	Physical Collocation - 4-Wire Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.05	12.39	11.87	6.39	5.73						
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.11	22.03	15.93	6.40	5.79						
	Physical Collocation - DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	14.16	20.89	15.20	7.38	5.92						
	Physical Collocation - 2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
	Physical Collocation - Cageless - 2 Fiber Cross Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CK	2.84	20.89	15.20	7.38	5.92						

Exhibit 2

COLLOCATION - Alabama											Attachment: 4		Exhibit: D									
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	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99							25.55	19.86	9.71	8.25						
	Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	5.69							25.55	19.86	9.71	8.25						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	156.33																
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.34																
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70																
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.05							27.79	27.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA								7.79	7.79								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR								22.78	22.78								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK								13.10	13.10								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL								13.10	13.10								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR								1,075.17	1,075.17								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08																
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17																
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20																
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.67																
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40																

Exhibit 2

COLLOCATION - Alabama										Attachment: 4		Exhibit: D			
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	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9	77.56									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR	759.29	488.11	133.00	133.00						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD	326.92	326.92	189.12	189.12						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO	4.81	4.81	5.90	5.90						
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1	2.25	2.25	2.76	2.76						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3	7.88	7.88	9.66	9.66						
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB	84.49	84.49	77.13	77.13						
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT	16.93	10.73								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT	22.05	13.86								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT	27.17	16.98								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00									
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00									
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00									
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016									
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT	584.22									
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44	15.66				
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73	15.66				
ADJACENT COLLOCATION															

Exhibit 2

COLLOCATION - Alabama							Attachment: 4		Exhibit: D				
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
	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			CLOAC	PE1P2	0.02	12.30	11.80	6.03	5.44			
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.04	12.39	11.87	6.39	5.73			
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.03	15.93	6.40	5.79			
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.95	20.89	15.20	7.38	5.92			
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.36	20.89	15.20	7.38	5.92			
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	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	PE1FB	4.91							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	9.84							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	14.74							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	34.06							
	Adjacent Collocation - DC power provisioning			CLOAC			ICB						
	Note: ICB means Individual Case Basis												
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		307.70	307.70	168.22	168.22			
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	201.42							
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		13.10	13.10					
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		115.87	115.87					
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		37.56	37.56					
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOAC	PE1RR		233.38						
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134							
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62					
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.													

Exhibit 2

ODUF/ADUF/EODUF/CMDS - Alabama										Attachment: 7		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 Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007037									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.000011									
	ODUF: Message Processing, per message				N/A	0.004101									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.67									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.22									
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.															