

BELLSOUTH® / CLEC Agreement

Customer Name: OneTone Telecom, Inc.

OneTone Telecom, Inc.	2
TOC	3
General Terms and Conditions	5
Attachment 1	33
Attachment 1 Rates	65
ATT02UNE	66
ATT 2 - UNE RATES	136
Attachment 3 DOC	410
Attachment 3 Exhibits	433
Attachment 3 Rates	437
ATT4Collo-Physical	442
ATT4Collo-Remote Site	481
ATT4Collo-TN Caged	519
ATT 4 - Collocation Rates	544
Attachment 5	563
Attachment 5 Rates	575
Attachment 6	576
Attachment 7	586
Attachment 7 Rates	606
Attachment 8	607
Attachment 9	609
Attachment 10	717
Attachment 11	727
Attachment 12	738
OneTone - 45 Day Amendment	741

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
OneTone Telecom, Inc.**

TABLE OF CONTENTS

General Terms and Conditions

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Operational Support Systems
- 4. Parity
- 5. White Pages Listings
- 6. Bona Fide Request/New Business Request Process for Further Unbundling
- 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 8. Liability and Indemnification
- 9. Intellectual Property Rights and Indemnification
- 10. Proprietary and Confidential Information
- 11. Resolution of Disputes
- 12. Taxes
- 13. Force Majeure
- 14. Adoption of Agreements
- 15. Modification of Agreement
- 16. Non-waiver of Legal Rights
- 17. Severability
- 18. Waivers
- 19. Governing Law
- 20. Arm's Length Negotiations
- 21. Notices
- 22. Rule of Construction
- 23. Headings of No Force or Effect
- 24. Multiple Counterparts
- 25. Implementation of Agreement
- 26. Filing of Agreement
- 27. Compliance with Applicable Law
- 28. Necessary Approvals
- 29. Good Faith Performance
- 30. Nonexclusive Dealings
- 31. Rate True-Up
- 32. Survival
- 33. Establishment of Service
- 34. Entire Agreement

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Physical Collocation

Attachment 5 - Access to Numbers and Number Portability

Attachment 6 – Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

Attachment 7 - Billing and Billing Accuracy Certification

Attachment 8 - Rights-of-Way, Conduits and Pole Attachments

Attachment 9 - Performance Measurements

Attachment 10- Agreement Implementation Template

Attachment 11- BellSouth Disaster Recovery Plan

Attachment 12 – Bona Fide Request/New Business Request Process

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and OneTone Telecom, Inc. (“OneTone”), a South Carolina corporation, on behalf of itself and its certificated operating affiliates identified in Part C hereof, and shall be effective as of the signature by both Parties (“Effective Date”). This Agreement may refer to either BellSouth or OneTone or both as a “Party” or “Parties “.

WITNESSETH

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

WHEREAS, OneTone is an alternative local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth’s telecommunications services and/or interconnect their facilities, for OneTone to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”).

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

1. **Purpose**

The resale, access and interconnection obligations contained herein enable OneTone to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that OneTone will not be considered to have offered telecommunications services to the public in any state within BellSouth’s region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. Furthermore, the Parties agree that execution of this agreement will not preclude either party from advocating its position before the Commission or a court of competent jurisdiction.

2. **Term of the Agreement**

- 2.1 The term of this Agreement shall be from the Effective Date until July 31, 2003 and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection 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 satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth or OneTone terminates this Agreement as provided above, BellSouth shall continue to offer services to OneTone pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to

provide services to OneTone pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. **Ordering Procedures**

- 3.1 To the extent not already provided, State shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered, provided however that nothing required in these guides shall override OneTone's rights or BellSouth's obligations under this Agreement.
- 3.3 OneTone shall pay charges for Operational Support Systems (OSS) as specifically set forth in Attachments 1, 2, 3, 5 and 7 of this agreement, as applicable.

4. **Parity**

When OneTone purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and 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 OneTone shall be at least equal in quality to that which BellSouth provides to itself. The provisioning intervals for network elements shall be at least equal to, but no longer than, those that BellSouth provides to itself. BellSouth shall make available network elements to OneTone on the same terms and conditions as BellSouth provides to its affiliates, subsidiaries, end-users and any other carriers. The quality of the interconnection between the networks of BellSouth and the network of OneTone 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 end users and service quality as perceived by OneTone.

5. **White Pages Listings**

BellSouth shall provide OneTone and its customers access to white pages directory listings under the following terms:

- 5.1 **Listings.** BellSouth or its agent will include OneTone residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between OneTone and BellSouth subscribers.
- 5.2 **Rates.** BellSouth and OneTone will provide to each other subscriber primary listing information in the White Pages at no charge except for applicable service order charges as set forth in the applicable tariffs.
- 5.3 **Procedures for Submitting OneTone Subscriber Information.** BellSouth will provide to OneTone a magnetic tape or computer disk containing the proper format for submitting subscriber listings. OneTone will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 5.3.1 OneTone may provide its own listings to a third party or may allow BellSouth to provide it. If OneTone agrees to provide to BellSouth, and BellSouth agrees to accept, OneTone's Subscriber Listing Information (SLI) relating to OneTone's customers in the geographic area(s) covered by this Interconnection Agreement. OneTone authorizes BellSouth to release all such OneTone SLI provided to BellSouth by OneTone to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such OneTone SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to OneTone for BellSouth's receipt of OneTone 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 OneTone's SLI, or costs on an ongoing basis to administer the release of OneTone SLI, OneTone shall pay to BellSouth its proportionate share of the reasonable and nondiscriminatory costs associated therewith. Not that this provision does not apply if OneTone does not provide BellSouth SLI.

- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by OneTone under this Agreement. OneTone shall indemnify, hold harmless and defend BellSouth 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 OneTone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to OneTone any complaints received by BellSouth relating to the accuracy or quality of OneTone listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. OneTone will be required to provide to BellSouth the names, addresses and telephone numbers of all OneTone customers that wish to be omitted from directories.
- 5.5 Inclusion of OneTone Customers in Directory Assistance Database. BellSouth will include and maintain OneTone subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and OneTone will adhere to appropriate procedures regarding lead time, timeliness, format and content of listing information as set forth in the BellSouth Local Interconnection and Facility Based Ordering Guide.
- 5.6 Listing Information Confidentiality. BellSouth will accord OneTone's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to OneTone's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to OneTone subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.

6. **Bona Fide Request/New Business Request Process for Further Unbundling**

Subject to 47 C.F.R. 51.317 and 47 C.F.R. 51.319 BellSouth shall, upon request of OneTone, provide to OneTone access to network elements not identified in this agreement at any technically feasible point for the provision of OneTone's telecommunications service. . Any request by OneTone for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. OneTone End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, OneTone End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

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

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

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

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

8.4 Where BellSouth is providing to OneTone telecommunications services for resale or providing to OneTone the local switching function, then OneTone agrees that in those cases where OneTone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to OneTone end users, if OneTone does not have the requested information, OneTone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

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

9. **Liability and Indemnification**

9.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible OneTone revenues.

9.2 **OneTone Liability.** In the event that OneTone 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 OneTone under this Agreement.

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

9.4 **Limitation of Liability.**

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

- 9.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by OneTone pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, OneTone's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of OneTone, shall not be subject to such limitation of liability.
- 9.4.3 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.
- 9.4.4 Neither BellSouth nor OneTone shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 9.4.5 Except in case of gross negligence or willful or intentional misconduct, 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.

- 9.5 Indemnification for Certain Claims. 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 company'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 company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 9.6 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.
10. **Intellectual Property Rights and Indemnification**
- 10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. OneTone is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of

such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

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

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

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

10.4.3 In the event 9.4.1 or 9.4.2 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.

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

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

11. Treatment of Proprietary and Confidential Information

11.1 Confidential Information. It may be necessary for BellSouth and OneTone to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and

OneTone shall receive such Information and not disclose such Information. BellSouth and OneTone shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and OneTone with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and OneTone will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

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

12. **Assignments**

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

13. **Escalation Procedures**

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

14. **Expedite Procedures**

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

15. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission, the FCC or a court of law for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their obligations under the Agreement while any dispute resolution is pending

16. **Taxes**

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

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

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

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

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

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

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

- 16.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 16.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 16.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 16.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any

such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. The Parties agree to use best efforts to bill taxes promptly.

- 16.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. Both Parties shall retain the right to contest the imposition of such taxes and fees. However, the Party contesting the imposition of such taxes and fees shall bear the resulting expense.
- 16.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.5 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.

17. **Network Maintenance and Management**

- 17.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 17.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 17.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 17.4 BellSouth agrees to provide OneTone prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to OneTone under the terms of this Agreement.

18. **Changes In Subscriber Carrier Selection**

- 18.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an OneTone Customer or another LEC in order to process an OneTone order for Resale Service for an OneTone End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, OneTone shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by OneTone under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.
- 18.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"),

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

19. **Force Majeure**

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

20. **Year 2000 Compliance**

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

21. **Modification of Agreement**

21.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to OneTone at the same rates and terms and conditions of any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

21.2 If OneTone changes its name or makes changes to its identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of OneTone to notify

BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 21.3 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.
- 21.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 21.5 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 OneTone or BellSouth to perform any material terms of this Agreement, OneTone or BellSouth may, on fifteen (15) business 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) business days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 12. In the event that the Parties reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amendment retroactive to the effective date of such Order consistent with this section, unless otherwise stated in the relevant Order.

22. **Waivers**

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

23. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Georgia.

24. **Arm's Length Negotiations**

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

25. **Notices**

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

BellSouth Telecommunications, Inc.

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

and

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

OneTone Telecom, Inc.

Mr. Travis Crane
100 Century Plaza, Suite 9I
Seneca, SC 29672
Ph: (864) 985 – 1735
e-mail: tcdish2@aol.com

Legal Counsel

Jack Pringle
Beach Law Firm, P.A.
1321 Lady Street, Suite 310
Columbia, SC 29211 - 1547
Ph: (803) 779 - 0066
e-mail: pringle@beachlaw.net

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

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

25.3 BellSouth shall provide OneTone notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

26. **Relationship of Parties**

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

27. **Third Party Beneficiaries**

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

28. **Cooperation on Preventing End User Fraud**

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

29. **Good Faith Performance**

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

30. **Independent Contractors**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

31. **Subcontracting**

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its

terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

32. **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.

33. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

34. **Customer Inquiries**

34.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

34.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 46.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

35. **Compliance with Applicable Law**

35.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

35.2 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.

36. **Labor Relations**

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

37. **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

38. **Arm's Length Negotiations**

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

39. **Rule of Construction**

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

40. **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.

41. **Multiple Counterparts**

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

42. **Implementation of Agreement**

If OneTone is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement or within 30 days of OneTone placing its first order, whichever is later, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

43. **Additional Fair Competition Requirements**

43.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

43.2 BellSouth shall allow local exchange customers of OneTone to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for OneTone local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby OneTone shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. OneTone agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.

43.3 BellSouth shall not use information derived from providing services or facilities to OneTone to create a lead or other information base for a “winback” sales program.

44. **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. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, OneTone shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by OneTone.

45. **Entire Agreement**

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

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by OneTone. OneTone shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

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

BellSouth Telecommunications, Inc.

OneTone Telecom, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

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.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

Intermediary Function is defined as the delivery of traffic from OneTone, a CLEC other than OneTone or another telecommunications carrier through the network of BellSouth or OneTone to an end user of OneTone, a CLEC other than OneTone or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party’s local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is as defined in Attachment 3.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing (“MECAB”) means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. BellSouth will provide packet switching capability only to the extent required pursuant to FCC rules. BellSouth will make Operator Call Processing and Directory Assistance Services available at the rates set forth in Exhibit C of Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged

among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points (“SCPs”) are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between OneTone designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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.

Intentionally left Blank

Attachment 1

Resale

TABLE OF CONTENTS

1. DISCOUNT RATES 3

2. DEFINITION OF TERMS..... 3

3. GENERAL PROVISIONS..... 3

4. BELLSOUTH’S PROVISION OF SERVICES TO ONETONE 6

5. MAINTENANCE OF SERVICES 7

6. ESTABLISHMENT OF SERVICE..... 7

7. PAYMENT AND BILLING ARRANGEMENTS..... 8

8. DISCONTINUANCE OF SERVICE 10

9. RESALE OF CUSTOMER SPECIFIC ARRANGEMENTS..... 11

10. LINE INFORMATION DATABASE (LIDB)..... 12

11. RAO HOSTING 12

12. OPTIONAL DAILY USAGE FILE (ODUF) 12

13. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) 12

14. CALLING NAME DELIVERY (CNAM) DATABASE SERVICE 12

EXHIBIT A 13

EXHIBIT B 16

EXHIBIT C 18

EXHIBIT D 25

EXHIBIT E..... 28

EXHIBIT F..... 31

RESALE

1. Discount Rates

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

2. Definition of Terms

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

3. General Provisions

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

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. The Parties do not however waive their rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms

consistent with the outcome of the appeal. OneTone 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:

- 3.1.1 OneTone must resell services to other end users.
- 3.1.2 OneTone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.1.3 OneTone cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.2 The provision of services by BellSouth to OneTone does not constitute a joint undertaking for the furnishing of any service.
- 3.3 OneTone will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from OneTone for all services.
- 3.4 OneTone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.6 BellSouth maintains the right to serve directly any end user within the service area of OneTone. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of OneTone.
- 3.7 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.8 Current telephone numbers are assigned to the service furnished and may normally be retained by the end user. Neither Party has property rights to the telephone number or any other call number designation associated with services furnished by BellSouth. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both in a non-discriminatory manner and at parity.
- 3.9 For the purpose of the resale of BellSouth's telecommunications services by OneTone, BellSouth will provide OneTone with an on line access to telephone numbers for reservation on a first come first serve basis. OneTone shall be able to reserve telephone numbers to the same extent that BellSouth's retail operations may reserve telephone numbers. OneTone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC). In such instances BellSouth may request that OneTone cancel its reservations of numbers, and any such request will be made in a non-discriminatory manner and at parity. OneTone shall comply with such request.
- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

- 3.12 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by OneTone or its end users as part of providing service to OneTone for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.14.2 Cause damage to BellSouth's plant;
 - 3.14.3 Impair the privacy of any communications; or
 - 3.14.4 Create hazards to any BellSouth employees or the public.
- 3.15 Facilities and/or equipment utilized by BellSouth to provide service to OneTone remain the property of BellSouth.
- 3.16 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.17 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. OneTone agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that OneTone will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the OneTone in which the service is provided.
- 3.18 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered, from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment. Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWT") stutter dial tone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

- 3.19 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.
- 3.20 BellSouth shall notify OneTone in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.
- 3.21 New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide OneTone forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies OneTone of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify OneTone of such revisions consistent with its internal notification process; provided that, OneTone shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish OneTone with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, OneTone shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. **BellSouth's Provision of Services to OneTone**

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

5. **Maintenance of Services**

- 5.1 OneTone will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Any conflict between the terms of the Operational Understanding Agreement and this Agreement shall be resolved in favor of this Agreement. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 OneTone or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.3 OneTone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 OneTone will be BellSouth's single point of contact for all repair calls on behalf of OneTone's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.5 OneTone will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, OneTone accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill OneTone 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.
- 5.8 BellSouth reserves the right to contact OneTone's end users, if deemed necessary, for maintenance purposes.

6. **Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, OneTone will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for OneTone's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from OneTone that a current end user of BellSouth will subscribe to OneTone's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for OneTone's end user customer. OneTone must, however, be able to demonstrate end user authorization upon request.
- 6.5 OneTone will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from OneTone to BellSouth or

will accept a request from another CLEC for conversion of the end user's service from OneTone to the other LEC. BellSouth will notify OneTone that such a request has been processed.

- 6.6 If BellSouth determines that an unauthorized change in local service to OneTone has occurred, BellSouth, upon customer request, will reestablish service with the appropriate local service provider and will assess OneTone as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to OneTone. These charges will be adjusted to reflect a full credit if OneTone provides satisfactory proof of authorization. BellSouth will notify OneTone within five (5) business days that such a request has been processed.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a reasonable and nondiscriminatory form of security deposit unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves OneTone from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that OneTone defaults on its account, service to OneTone will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 6.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

7. **Payment And Billing Arrangements**

- 7.1 To the extent OneTone has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for OneTone. OneTone is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. BellSouth shall bill OneTone on a current basis all applicable charges and credits.

- 7.2 Payment of all charges will be the responsibility of OneTone. OneTone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by OneTone from OneTone's end user. BellSouth will not become involved in billing disputes that may arise between OneTone and its end user, except as provided herein. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.3 BellSouth will render bills each month on established bill days for each of OneTone's accounts
- 7.4 BellSouth will bill OneTone in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill OneTone, and OneTone will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees
- 7.5 The payment will be due by the next bill date, (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.1 If OneTone requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to OneTone.
- 7.7 Billing Disputes
- 7.7.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.7.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.
- 7.7.3 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
- 7.7.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.

- 7.7.5 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.8 Upon proof of tax exempt certification from OneTone, the total amount billed to OneTone will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. OneTone will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to OneTone's end user.
- 7.9 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
- 7.10 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to OneTone.
- 7.11 BellSouth will not perform billing and collection services for OneTone as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill OneTone end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.13 In general, BellSouth will not become involved in disputes between OneTone and OneTone's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, OneTone shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with OneTone to resolve the matter in as timely a manner as possible. OneTone may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to OneTone's end user on behalf of, and at the request of, OneTone. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of OneTone.
- 8.1.2 At the request of OneTone, BellSouth will disconnect a OneTone end user customer.

- 8.1.3 All requests by OneTone for denial or disconnection of an end user for nonpayment must be in writing.
 - 8.1.4 OneTone will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise OneTone when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by OneTone and/or the end user against any claim, loss or damage arising from providing this information to OneTone. It is the responsibility of OneTone to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
 - 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to OneTone are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service. BellSouth will provide notice and an opportunity to cure, not to exceed five business days, in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by OneTone of the rules and regulations of BellSouth's Tariffs
 - 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to OneTone that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to the person designated by OneTone to receive notices of noncompliance, and discontinue the provision of existing services to OneTone at any time thereafter.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and OneTone's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to OneTone without further notice.
 - 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, OneTone's services will be discontinued. Upon discontinuance of service on a OneTone's account, service to OneTone's end users will be denied. BellSouth will also reestablish service at the request of the end user or OneTone upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. OneTone is solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. **Resale of Customer Specific Arrangements**

- 9.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. OneTone may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where OneTone resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to OneTone provided that OneTone assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

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

- 10.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 10.2 BellSouth will provide LIDB Storage upon written request to OneTone Account Manager stating requested activation date.

11. **RAO Hosting**

- 11.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMD5) are as set forth in Exhibit H of this Attachment.
- 11.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

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 E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- 12.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

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 F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- 13.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

14. **Calling Name Delivery (CNAM) Database Service**

- 14.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.
- 14.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

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

DISCOUNT*

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

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

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

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

Note: The OSS charges shall be paid in addition to and not in lieu of recurring and non-recurring charges applicable to the services ordered.

DENIAL/RESTORAL SERVICE CHARGE

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

CANCELLATION OSS CHARGE

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

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

THRESHOLD BILLING PLAN

The Parties agree that OneTone will incur the mechanized rate for all LSRs, both **mechanized (LENS, EDI, EDI-PC, and TAG)** and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below

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

The threshold plan will be discontinued in 2002.

EXHIBIT A
Page 3

In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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

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

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

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

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 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

EXHIBIT B
Page 2 of 2

- 4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, the OneTone is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, OneTone shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. OneTone must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. OneTone is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that OneTone may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- 5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 6 AdWatchSM Service is tarified as BellSouth[®] AIN Virtual Number Call Detail Service.

EXHIBIT C

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

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST will suspend or restore individual LIDB accounts of OneTone customers as instructed by OneTone. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

EXHIBIT C

understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 26, 2000, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

EXHIBIT C

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

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

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

In the absence of gross negligence or willful misconduct, neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage

EXHIBIT C

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and

EXHIBIT C

the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated June 26, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the 26th day of June, 2000.

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered

EXHIBIT C

invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening – refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information – information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or

EXHIBIT C

special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

EXHIBIT D

CMDS/RAO Hosting

- 1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to OneTone by BellSouth will be in accordance with the methods and practices conforming to accepted industry standards during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and agreed to by OneTone.
2. To the extent not already provided, OneTone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to OneTone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement
- 4 OneTone must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from OneTone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of OneTone and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from OneTone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from OneTone.
- 7 All data received from OneTone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 8 All data received from OneTone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by OneTone and will forward them to OneTone on a daily basis.
- 10 Transmission of message data between BellSouth and OneTone will be via CONNECT:Direct.
- 11 All messages and related data exchanged between BellSouth and OneTone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12 OneTone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

EXHIBIT D

- 13 Should it become necessary for OneTone to send data to BellSouth more than sixty (60) days past the message date(s), OneTone will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and OneTone to notify all affected Parties.
- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or OneTone) identified and agreed to, the company responsible for creating the data (BellSouth or OneTone) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 15 Should an error be detected by the EMI format edits performed by BellSouth on data received from OneTone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify OneTone of the error condition. OneTone 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, OneTone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16 In association with message distribution service, BellSouth will provide OneTone with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18 RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for OneTone are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 18.4 All equipment, including modems and software, that is required on the OneTone end for the purpose of data transmission will be the responsibility of OneTone.
- 19 Intercompany Settlements Messages

EXHIBIT D

- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by OneTone as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between OneTone and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by OneTone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by OneTone, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by OneTone, involves a company other than OneTone, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once OneTone is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of OneTone. BellSouth will distribute copies of these reports to OneTone on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of OneTone. BellSouth will distribute copies of these reports to OneTone on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by OneTone from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of OneTone. BellSouth will remit the revenue billed by OneTone to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on OneTone. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to OneTone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by OneTone within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of OneTone. BellSouth will remit the revenue billed by OneTone within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to OneTone via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

EXHIBIT E

Optional Daily Usage File (ODUF)

1 Upon written request from OneTone, BellSouth will provide the Optional Daily Usage File (ODUF) service to OneTone pursuant to the terms and conditions currently in place between BellSouth and OneTone.

2 OneTone shall furnish, to the extent not already furnished, the following information required by BellSouth for the provision of the Optional Daily Usage File:

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a OneTone customer.

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

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the OneTone will be the responsibility of the OneTone. If, however, the OneTone should encounter significant volumes of errored messages that prevent processing by the OneTone within its systems, BellSouth will work with the OneTone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

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

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 8XX Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
- 9XX Service

EXHIBIT E

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to OneTone.
- 6.1.4 In the event that OneTone detects a duplicate on Optional Daily Usage File they receive from BellSouth, OneTone will drop the duplicate message (OneTone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Optional Daily Usage File will be distributed to OneTone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on OneTone end for the purpose of data transmission will be the responsibility of OneTone.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to OneTone which BellSouth RAO that is sending the message. BellSouth and OneTone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OneTone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

EXHIBIT E

6.5 Control Data

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

6.6 Testing

- 6.6.1 Upon request from OneTone, BellSouth shall send test files to OneTone for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that OneTone set up a production (LIVE) file. The live test may consist of OneTone's employees making test calls for the types of services OneTone requests on the Optional Daily Usage File. These test calls are logged by OneTone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent. OneTone shall not be required to repeat testing completed during the deployment of its facilities and electronic interfaces.

EXHIBIT F

Enhanced Optional Daily Usage File (EODUF)

1 Upon written request from OneTone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to OneTone 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 To the extent not already provided, OneTone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File³. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

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

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of OneTone will be the responsibility of OneTone. If, however, OneTone should encounter significant volumes of errored messages that prevent processing by OneTone within its systems, BellSouth will work with OneTone to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

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

Customer usage data for flat rated local call originating from CLEC 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 Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to OneTone.

6.1.3 In the event that OneTone detects a duplicate on Enhanced Optional Daily Usage File that it receives from BellSouth, OneTone will drop the duplicate message (OneTone will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

EXHIBIT F

- 6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to OneTone over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among OneTone's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on OneTone end for the purpose of data transmission will be the responsibility of OneTone.
- 6.3 Packing Specifications
 - 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to OneTone which BellSouth RAO that is sending the message. BellSouth and OneTone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OneTone and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/OneTone RATES
 ODUF/EODUF/CMDS

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
* Volume and term arrangements are also available.										

NOTES:
 If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. UNBUNDLED LOOPS..... 4

3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT..... 24

4. LOCAL SWITCHING..... 28

5. UNBUNDLED NETWORK ELEMENT COMBINATIONS..... 35

6. TRANSPORT, CHANNELIZATION AND DARK FIBER..... 41

7. BELLSOUTH SWITCHED ACCESS (“SWA”) 8XX TOLL FREE DIALING TEN DIGIT
SCREENING SERVICE..... 47

8. LINE INFORMATION DATABASE (LIDB)..... 47

9. SIGNALING 50

10. OPERATOR SERVICE AND DIRECTORY ASSISTANCE 56

11. AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS)..... 61

12. CALLING NAME (CNAM) DATABASE SERVICE..... 62

13. SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS)
ADVANCED INTELLIGENT NETWORK (AIN) ACCESS 64

14. BASIC 911 AND E911 64

15. OPERATIONAL SUPPORT SYSTEMS (OSS)..... 65

LIDB Storage Agreement Exhibit A

Rates Exhibit B

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to OneTone Telecom, Inc. 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 services BellSouth makes available to OneTone Telecom, Inc.. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require OneTone Telecom, Inc. to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment OneTone Telecom, Inc. used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of OneTone Telecom, Inc., and to the extent technically feasible, provide to OneTone Telecom, Inc. access to its Network Elements for the provision of OneTone Telecom, Inc.’s telecommunications services. If no rate is identified in this Agreement, 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.
- 1.4 OneTone Telecom, Inc. may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner OneTone Telecom, Inc. chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by OneTone Telecom, Inc. to the designated OneTone Telecom, Inc. collocation space.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 **Rates**
- 1.6.1 The prices that OneTone Telecom, Inc. shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If OneTone Telecom, Inc. purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

- 1.6.2 Cancellation Charges. If OneTone Telecom, Inc. cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.3 Expedite Charges. For expedited requests by OneTone Telecom, Inc., expedited 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 BellSouth's FCC No. 1 Tariff, Section 5, will apply.
- 1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.
- 1.6.5 If OneTone Telecom, Inc. modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by OneTone Telecom, Inc. in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2. Unbundled Loops

2.1 General

- 2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility 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.
- 2.1.2 The provisioning of a Loop to OneTone Telecom, Inc.'s collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then OneTone Telecom, Inc. can use the Special Construction process to request that BellSouth place facilities in order to meet OneTone Telecom, Inc.'s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 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.
- 2.1.5 The Loop shall be provided to OneTone Telecom, Inc. in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 OneTone Telecom, Inc. may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where OneTone Telecom, Inc. has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and OneTone Telecom, Inc. shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by OneTone Telecom, Inc. using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 OneTone Telecom, Inc. is responsible for testing and isolating troubles on the Loops. OneTone Telecom, Inc. must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, OneTone Telecom, Inc. will be required to provide the results of the OneTone Telecom, Inc. test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once OneTone Telecom, Inc. has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.1.8.3 If OneTone Telecom, Inc. reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge

OneTone Telecom, Inc. for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 “Order Coordination” (OC) allows BellSouth and OneTone Telecom, Inc. to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to OneTone Telecom, Inc.'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.

2.1.9.2 “Order Coordination – Time Specific” (OC-TS) allows OneTone Telecom, Inc. to order a specific time for OC to take place. BellSouth will make every effort to accommodate OneTone Telecom, Inc.'s specific conversion time request. However, BellSouth reserves the right to negotiate with OneTone Telecom, Inc. 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 Universal Digital Channel (UDC), and is billed in addition to the OC charge. OneTone Telecom, Inc. may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If OneTone Telecom, Inc. 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 E Access 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.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, OneTone Telecom, Inc. must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

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 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 OneTone Telecom, Inc. 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 SLI loops when reuse of existing facilities has been requested by OneTone Telecom, Inc.. OneTone Telecom, Inc. 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 chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. 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 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 Design Layout Record provided to OneTone Telecom, Inc.. 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 OneTone Telecom, Inc. to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 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 Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

- 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 Loop
- 2.3.3 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, Order Coordination, and a DLR. OneTone Telecom, Inc. 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. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
 - 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
 - 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 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 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and 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, Order Coordination, and a DLR.

- 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, Order Coordination, and a DLR.
- 2.3.7 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, Order Coordination, 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.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.
- 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[®]Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.
- 2.4 **Unbundled Copper Loops (UCL)**

2.4.1 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.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) 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.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by OneTone Telecom, Inc..

2.4.2.5 These loops are not intended to support any particular services and may be utilized by OneTone Telecom, Inc. to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer'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.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, OneTone Telecom, Inc. can request Loop Make Up for which additional charges would apply.
- 2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that OneTone Telecom, Inc. may request further testing on the UCL-ND.
- 2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by OneTone Telecom, Inc. to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.3.5 Order Coordination (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. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 2.4.3.6 OneTone Telecom, Inc. may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any 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)**

- 2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 2.5.2 BellSouth shall condition Loops, as requested by OneTone Telecom, Inc., whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, OneTone Telecom, Inc. will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that OneTone Telecom, Inc. can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. OneTone

Telecom, Inc. will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.5.4 In those cases where OneTone Telecom, Inc. has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 OneTone Telecom, Inc. shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that OneTone Telecom, Inc. desires BellSouth to condition.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where OneTone Telecom, Inc. has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (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 OneTone Telecom, Inc.. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to OneTone Telecom, Inc. (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer 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 "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 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.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. OneTone Telecom, Inc. will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

- 2.7.1 The NID is defined as any means of interconnection of end-user customer 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 customer-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.
- 2.7.1.1 BellSouth shall permit OneTone Telecom, Inc. to connect OneTone Telecom, Inc.'s Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.7.2 **Access to NID**
- 2.7.2.1 OneTone Telecom, Inc. may access the end user's customer-premises wiring by any of the following means and OneTone Telecom, Inc. shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.2.1.1 1) BellSouth shall allow OneTone Telecom, Inc. 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.
- 2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer 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 OneTone Telecom, Inc.'s responsibility to ensure there is no safety hazard and 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 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.2.4 In no case shall either Party 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 OneTone Telecom, Inc. 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

2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to OneTone Telecom, Inc.'s NID.

2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. OneTone Telecom, Inc. may request BellSouth do additional work to the NID on a time and material basis. When OneTone Telecom, Inc. deploys its own local loops with respect to multiple-line termination devices, OneTone Telecom, Inc. shall specify the quantity of NIDs connections that it requires within such device.

2.8 Sub-loop Elements

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 Unbundled Sub-Loop Distribution

2.8.2.1 The unbundled sub-loop 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 sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

- 2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop 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.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any 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.
- 2.8.2.4 If OneTone Telecom, Inc. requests a UCSL and it is not available, OneTone Telecom, Inc. may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which 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.
- 2.8.2.6 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 OneTone Telecom, Inc.'s use on this cross-connect panel. OneTone Telecom, Inc. will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, OneTone Telecom, Inc. 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. OneTone Telecom, Inc.'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by OneTone Telecom, Inc. is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet OneTone Telecom, Inc.'s request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate OneTone Telecom, Inc.'s request for Unbundled Sub-Loops, OneTone Telecom, Inc. may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. OneTone Telecom, Inc. will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before OneTone Telecom, Inc. can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice OneTone Telecom, Inc.'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.
- 2.8.2.10 Once the site set-up is complete, OneTone Telecom, Inc. will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when OneTone Telecom, Inc. requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by OneTone Telecom, Inc. for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.3.1 Unbundled Network Terminating Wire (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 customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those 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 or where the property owner will not allow BellSouth to place its facilities to the end user.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire 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.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (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 Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. 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 Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for 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 subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

2.8.3.3.6 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. Requesting Party will be billed for non-recurring 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 each time it activates UNTW pairs using the LSR form.

- 2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 **Unbundled Sub-Loop Feeder**
- 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
- 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-

box. This element will allow for the connection of OneTone Telecom, Inc.'s loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 OneTone Telecom, Inc. will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to OneTone Telecom, Inc.. OneTone Telecom, Inc. will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to OneTone Telecom, Inc. Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to OneTone Telecom, Inc. at OneTone Telecom, Inc.'s collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to OneTone Telecom, Inc.'s collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, OneTone Telecom, Inc. may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

- 2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of OneTone Telecom, Inc.'s sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of OneTone Telecom, Inc.'s sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to OneTone Telecom, Inc.'s demarcation point associated with OneTone Telecom, Inc.'s collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.
- 2.8.6.3 OneTone Telecom, Inc. is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow OneTone Telecom, Inc.'s sub-loops to be placed on the USLC and transported to OneTone Telecom, Inc.'s collocation space at a DS1 level.
- 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. 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 OneTone Telecom, Inc. to utilize Dark Fiber Loops.
- 2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with OneTone Telecom, Inc.'s collocation space in the end user's serving wire center.
- 2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 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 OneTone Telecom, Inc.'s request subject to time and materials charges.
- 2.8.7.4.3 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from OneTone Telecom, Inc..
- 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 OneTone Telecom, Inc. within twenty (20) business days after OneTone Telecom, Inc. submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable OneTone Telecom, Inc. to connect or splice OneTone Telecom, Inc. provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.8.7.4.6 OneTone Telecom, Inc. may splice at the end points and test Dark Fiber Loop obtained from BellSouth using OneTone Telecom, Inc. or OneTone Telecom, Inc. designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to OneTone Telecom, Inc. (LMU) information so that OneTone Telecom, Inc. can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment OneTone Telecom, Inc. intends to install and the services OneTone Telecom, Inc. wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from OneTone Telecom, Inc. ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

- 2.9.1.2 BellSouth will provide OneTone Telecom, Inc. 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.
- 2.9.1.3 BellSouth's LMU information is provided to OneTone Telecom, Inc. 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.
- 2.9.1.4 OneTone Telecom, Inc. 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. The determination shall be made solely by OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s ability to provide advanced data services over the ordered loop type. Further, if OneTone Telecom, Inc. orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. OneTone Telecom, Inc. is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

- 2.9.2.1 OneTone Telecom, Inc. may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if OneTone Telecom, Inc. needs further loop information in order to determine loop service capability, OneTone Telecom, Inc. may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.
- 2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three 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**

2.9.3.1 For a Mechanized LMUSI, OneTone Telecom, Inc. may reserve up to ten Loop facilities. For a Manual LMUSI, OneTone Telecom, Inc. may reserve up to three Loop facilities.

2.9.3.2 OneTone Telecom, Inc. may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to OneTone Telecom, Inc.. During and prior to OneTone Telecom, Inc. placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If OneTone Telecom, Inc. does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. OneTone Telecom, Inc. will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, OneTone Telecom, Inc. does not reserve facilities upon an initial LMUSI, OneTone Telecom, Inc.'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.9.4.2 Where OneTone Telecom, Inc. has reserved multiple Loop facilities on a single reservation, OneTone Telecom, Inc. may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to OneTone Telecom, Inc., subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by OneTone Telecom, Inc.. If the ordered Loop type is not available, OneTone Telecom, Inc. may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide OneTone Telecom, Inc. access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow

OneTone Telecom, Inc. the ability to provide Digital Subscriber Line (“xDSL”) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. OneTone Telecom, Inc. shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to OneTone Telecom, Inc. in accordance with the Unbundled Loop Modification process set forth in Section 2.5 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth’s voice service. If OneTone Telecom, Inc. requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, OneTone Telecom, Inc. shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

- 3.2.1 BellSouth will provide OneTone Telecom, Inc. with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, OneTone Telecom, Inc. must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. OneTone Telecom, Inc. may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of OneTone Telecom, Inc.’s submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
- 3.2.1.2 Once a splitter is installed on behalf of OneTone Telecom, Inc. in a central office in which OneTone Telecom, Inc. is located, OneTone Telecom, Inc. shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and OneTone Telecom, Inc. shall pay the electronic or manual ordering charges as applicable when OneTone Telecom, Inc. orders High Frequency Spectrum for end-user service.

- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide OneTone Telecom, Inc. access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to OneTone Telecom, Inc.'s xDSL equipment in OneTone Telecom, Inc.'s collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide OneTone Telecom, Inc. with a carrier notification letter, informing OneTone Telecom, Inc. of change. OneTone Telecom, Inc. shall purchase ports on the splitter in increments of 24 ports.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to OneTone Telecom, Inc.'s collocation area, if possible; or (ii) in a BellSouth relay rack as close to OneTone Telecom, Inc.'s DS0 termination point as possible. OneTone Telecom, Inc. shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for OneTone Telecom, Inc. on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified OneTone Telecom, Inc. DS0 at such time that a OneTone Telecom, Inc. end user's service is established.
- 3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and OneTone Telecom, Inc. desires to continue providing xDSL service on such Loop, OneTone Telecom, Inc. shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give OneTone Telecom, Inc. notice in a reasonable time prior to disconnect, which notice shall give OneTone Telecom, Inc. an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and OneTone Telecom, Inc. purchases the full stand-alone Loop, OneTone Telecom, Inc. may elect the type of loop it will purchase. OneTone Telecom, Inc. will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event OneTone Telecom, Inc. purchases a voice grade Loop, OneTone Telecom, Inc. acknowledges that such Loop may not remain xDSL compatible.
- 3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

- 3.2.2.1 BellSouth will provide OneTone Telecom, Inc. the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum.
- 3.2.2.2 BellSouth will return a manual Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free manual LSR. When OneTone Telecom, Inc. submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide OneTone Telecom, Inc. with access to the High Frequency Spectrum at the following target intervals:
- 3.2.2.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth’s issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth’s issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 3.2.2.2.2 BellSouth will provide to OneTone Telecom, Inc. BellSouth’s Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.
- 3.2.2.2.3 BellSouth will provide OneTone Telecom, Inc. access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and OneTone Telecom, Inc. shall pay the rates for such services, as described in Exhibit B.
- 3.2.2.2.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for OneTone Telecom, Inc.’s data.
- 3.2.3 **Maintenance and Repair**
- 3.2.3.1 OneTone Telecom, Inc. shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. OneTone Telecom, Inc. may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer’s premises and the Termination Point. OneTone Telecom, Inc. will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2.3.3 OneTone Telecom, Inc. shall inform its end users to direct data problems to OneTone Telecom, Inc., unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.3.4 Once a Party has isolated a trouble to the other Party’s portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party’s portion of the Loop.

3.2.3.5 In the event OneTone Telecom, Inc.'s deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify OneTone Telecom, Inc. and allow twenty-four (24) hours to cure the trouble. If OneTone Telecom, Inc. fails to resolve the trouble, BellSouth may discontinue OneTone Telecom, Inc.'s access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting.**

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of OneTone Telecom, Inc., the Parties shall amend this Agreement to incorporate the same.

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 the Sections below to OneTone Telecom, Inc. for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to OneTone Telecom, Inc. for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

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 BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for OneTone Telecom, Inc. when OneTone Telecom, Inc. serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in 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, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that OneTone Telecom, Inc. orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge OneTone Telecom, Inc. the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.
- 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 OneTone Telecom, Inc.'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.
- 4.2.6 Provided that OneTone Telecom, Inc. purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an OneTone Telecom, Inc. local end user, or originated by a BellSouth local end user and terminated to an OneTone Telecom, Inc. local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge OneTone Telecom, Inc. the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and OneTone Telecom, Inc. shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 BellSouth shall assess OneTone Telecom, Inc. retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if OneTone Telecom, Inc. has been able to previously select BellSouth as the end user LPIC

prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

- 4.2.8 Where OneTone Telecom, Inc. purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an OneTone Telecom, Inc. end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge OneTone Telecom, Inc. the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and OneTone Telecom, Inc. shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 B, 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 BFR/NBR process.
- 4.2.11.4 BellSouth will provide to OneTone Telecom, Inc. selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by OneTone Telecom, Inc. will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.
- 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc..
- 4.2.13 **Local Switching Interfaces.**
- 4.2.13.1 OneTone Telecom, Inc. shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. 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;
- 4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

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.

4.3.2 **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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc..

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 OneTone Telecom, Inc.'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 OneTone Telecom, Inc.'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for OneTone Telecom, Inc.'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 OneTone Telecom, Inc.. AIN Selective Carrier Routing will provide OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc., the routing of OneTone Telecom, Inc.'s end user calls shall be pursuant to information provided by OneTone Telecom, Inc. 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, OneTone Telecom, Inc. shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B 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 B of this Attachment. For each OneTone Telecom, Inc. end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. OneTone Telecom, Inc. shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B 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 OneTone Telecom, Inc.'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to OneTone Telecom, Inc., 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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.

4.5 **Packet Switching Capability**

- 4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services OneTone Telecom, Inc. seeks to offer;
 - 4.5.2.3 BellSouth has not permitted OneTone Telecom, Inc. to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has OneTone Telecom, Inc. obtained a virtual

collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

- 4.5.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

- 4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to OneTone Telecom, Inc. for the provision of a telecommunications service.

5. **Unbundled Network Element Combinations**

- 5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

- 5.2 For purposes of this Section, references to “Currently Combined” network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3 **Enhanced Extended Links (EELs)**

- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 5.3.2 below.
- 5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. OneTone Telecom, Inc. shall provide to BellSouth a letter certifying that OneTone Telecom, Inc. is providing a significant amount of local exchange service (as described in Sections 5.3.5.2, 5.3.5.3, 5.3.5.4, or 5.3.5.5) over such combinations. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to OneTone Telecom, Inc.’s POP serving wire center. The circuit must be connected to OneTone Telecom, Inc.’s switch for the purpose of provisioning telephone exchange service to OneTone Telecom, Inc.’s end-user customers. The EEL will be connected to OneTone Telecom, Inc.’s facilities in OneTone Telecom, Inc.’s collocation space at the POP SWC, or OneTone Telecom, Inc. may purchase

BellSouth's access facilities between OneTone Telecom, Inc.'s POP and OneTone Telecom, Inc.'s collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to OneTone Telecom, Inc. in Georgia and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to OneTone Telecom, Inc. those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to OneTone Telecom, Inc. in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the 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, MSAs. Except as stated above, EELs will be provided to OneTone Telecom, Inc. only to the extent such network elements are Currently Combined.

5.3.4 **EEL Combinations**

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

- 5.3.5.1 OneTone Telecom, Inc. may not convert special access services to combinations of loop and transport network elements, whether or not OneTone Telecom, Inc. self-provides its entrance facilities (or obtains entrance facilities from a third party), unless OneTone Telecom, Inc. uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent OneTone Telecom, Inc. requests to convert any special access services to combinations of loop and transport network elements at UNE prices, OneTone Telecom, Inc. shall provide to BellSouth a letter certifying that OneTone Telecom, Inc. is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option OneTone Telecom, Inc. seeks to qualify for conversion of special access circuits. OneTone Telecom, Inc. shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 5.3.5.2 OneTone Telecom, Inc. certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at OneTone Telecom, Inc.'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, OneTone Telecom, Inc. is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. OneTone Telecom, Inc. can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.5.3 OneTone Telecom, Inc. certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at OneTone Telecom, Inc.'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.5.4 OneTone Telecom, Inc. certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. OneTone Telecom, Inc. does not

need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 5.3.5.5 In addition, there may be extraordinary circumstances where OneTone Telecom, Inc. is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.5. In such case, OneTone Telecom, Inc. may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon OneTone Telecom, Inc.'s request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.5.6 BellSouth may at its sole discretion audit OneTone Telecom, Inc. records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and OneTone Telecom, Inc. shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, OneTone Telecom, Inc. shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that OneTone Telecom, Inc. is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from OneTone Telecom, Inc..
- 5.3.5.7 OneTone Telecom, Inc. may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.6 **Rates**
- 5.3.6.1 Georgia and Tennessee
- 5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.
- 5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE

combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.6.1.3 To the extent that OneTone Telecom, Inc. seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, OneTone Telecom, Inc., at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.6.2 All Other States

5.3.6.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In the states of Georgia and Tennessee, BellSouth shall make available to OneTone Telecom, Inc., in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to OneTone Telecom, Inc., in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia and Tennessee

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

5.4.2.1.3 To the extent that OneTone Telecom, Inc. seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, OneTone Telecom, Inc., at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to OneTone Telecom, Inc. a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent OneTone Telecom, Inc. will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

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 Currently Combined UNE port/loop combinations in all BellSouth states and Not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee.

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.

- 5.6.4 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the 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, MSAs to OneTone Telecom, Inc. if OneTone Telecom, Inc.'s customer has 4 or more DS0 equivalent lines.
- 5.6.5 Combination Offerings
 - 5.6.5.1 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.
 - 5.6.5.2 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.
 - 5.6.5.3 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.
 - 5.6.5.4 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.
 - 5.6.5.5 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.
 - 5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 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.
 - 5.6.5.7 4-wire DS1 Trunk port, DS1 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.
 - 5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, 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 **Transport**

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and OneTone Telecom, Inc..

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, 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.

6.1.2 BellSouth shall:

6.1.2.1 Provide OneTone Telecom, Inc. exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

6.1.2.3 Permit, to the extent technically feasible, OneTone Telecom, Inc. to connect such interoffice facilities to equipment designated by OneTone Telecom, Inc., including but not limited to, OneTone Telecom, Inc.'s collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, OneTone Telecom, Inc. to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 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.

6.1.3.2 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.

6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

6.1.3.4 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 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between OneTone Telecom, Inc.'s Point of Presence ("POP") and OneTone Telecom, Inc.'s collocation space in the BellSouth Serving Wire Center for OneTone Telecom, Inc.'s POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to OneTone Telecom, Inc..

6.2.1.4 Dedicated 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.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to OneTone Telecom, Inc. designated traffic.

6.2.2.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.

6.2.2.3 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.

- 6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.2.2.4.1 DS0 Equivalent;
 - 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.
- 6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. OneTone Telecom, Inc. shall specify the termination points for Dedicated Transport.
- 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:
- 6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.2.2.7.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.2.2.7.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.3 **Unbundled Channelization (Multiplexing)**
- 6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, OneTone Telecom, Inc. may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.
 - 6.3.2 BellSouth shall make available the following channelization systems:

- 6.3.2.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.
- 6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
- 6.3.3 BellSouth shall make available the following
 - 6.3.3.1 Central Office Channel Interfaces (COCI):
 - 6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.
 - 6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
 - 6.3.4 Technical Requirements
 - 6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, OneTone Telecom, Inc.'s channelization equipment must adhere strictly to form and protocol standards. OneTone Telecom, Inc. must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
 - 6.3.4.2 DS0 to DS1 Channelization
 - 6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
 - 6.3.4.3 DS1 to DS3 Channelization
 - 6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
 - 6.3.4.4 DS1 to STS Channelization
 - 6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.
- 6.4 **Dark Fiber Transport**

- 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. 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 OneTone Telecom, Inc. to utilize Dark Fiber Transport.
- 6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 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 OneTone Telecom, Inc.'s request subject to time and materials charges.
- 6.4.3.3 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from OneTone Telecom, Inc.. 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 OneTone Telecom, Inc. within twenty (20) business days after OneTone Telecom, Inc. submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable OneTone Telecom, Inc. to connect or splice OneTone Telecom, Inc. provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.4.3.6 OneTone Telecom, Inc. may splice at the end points and test Dark Fiber Transport obtained from BellSouth using OneTone Telecom, Inc. or OneTone Telecom, Inc. designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

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 OneTone Telecom, Inc.’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by OneTone Telecom, Inc..

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, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. any additional capabilities that are developed for LIDB during the life of this Agreement.

- 8.2.2 BellSouth shall process OneTone Telecom, Inc.'s Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to OneTone Telecom, Inc. what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.3 Within two (2) weeks after a request by OneTone Telecom, Inc., BellSouth shall provide OneTone Telecom, Inc. with a list of the customer data items, which OneTone Telecom, Inc. 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.
- 8.2.5 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 OneTone Telecom, Inc. data to the LIDB shall be solely at the direction of OneTone Telecom, Inc.. Such direction from OneTone Telecom, Inc. 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 OneTone Telecom, Inc. data upon OneTone Telecom, Inc.'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 OneTone Telecom, Inc. customer records will be missing from LIDB, as measured by OneTone Telecom, Inc. audits. BellSouth will audit OneTone Telecom, Inc. records in LIDB against DBAS to identify record mismatches and provide this data to a designated OneTone Telecom, Inc. contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to OneTone Telecom, Inc. within one business day of audit. Once reconciled records are received back from OneTone Telecom, Inc., 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of OneTone Telecom, Inc. 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 OneTone Telecom, Inc. in writing.
- 8.2.13 BellSouth shall provide OneTone Telecom, Inc. 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 OneTone Telecom, Inc. at least at parity with BellSouth Customer Data. BellSouth shall obtain from OneTone Telecom, Inc. the screening information associated with LIDB Data Screening of OneTone Telecom, Inc. 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 OneTone Telecom, Inc. under the BFR/NBR process as set forth in Attachment 12.
- 8.2.14 BellSouth shall accept queries to LIDB associated with OneTone Telecom, Inc. 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.

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 OneTone Telecom, Inc.-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.2.3.2 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).

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4 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

- 9.2.4.5 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).
- 9.2.5 Interface Requirements
- 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at OneTone Telecom, Inc.'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 Points shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Points 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. database, then OneTone Telecom, Inc. agrees to provide BellSouth with the Destination Point Code for OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc., 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 OneTone Telecom, Inc.'s SS7 network to exchange TCAP queries and responses with a OneTone Telecom, Inc. SCP.

9.4.2 SS7 AIN Access shall provide OneTone Telecom, Inc. SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. or OneTone Telecom, Inc.-designated local switching systems to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from OneTone Telecom, Inc. local switching systems; and,
- 9.4.3.1.2 A B-link interface from OneTone Telecom, Inc. 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 OneTone Telecom, Inc. local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the OneTone Telecom, Inc. switching system has a valid signaling relationship.
- 9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from OneTone Telecom, Inc. local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the OneTone Telecom, Inc. 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 OneTone Telecom, Inc. from any signaling point or network interconnected through BellSouth's SS7 network where the OneTone Telecom, Inc. 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.

9.7 **SS7 Network Interconnection**

- 9.7.1 SS7 Network Interconnection is the interconnection of OneTone Telecom, Inc. local signaling transfer point switches or OneTone Telecom, Inc. 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, OneTone Telecom, Inc. local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and OneTone Telecom, Inc. or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.3 If traffic is routed based on dialed or translated digits between a OneTone Telecom, Inc. 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 OneTone Telecom, Inc. local signaling transfer point switches and BellSouth or other third-party local switch.

- 9.7.4 SS7 Network Interconnection shall provide:
 - 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 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 Global Title Translation (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 OneTone Telecom, Inc. local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of OneTone Telecom, Inc. local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 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.
- 9.7.9 Interface Requirements
 - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect OneTone Telecom, Inc. or OneTone Telecom, Inc.-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 9.7.9.1.1 A-link interface from OneTone Telecom, Inc. local or tandem switching systems; and

- 9.7.9.1.2 B-link interface from OneTone Telecom, Inc. STPs.
- 9.7.9.2 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.
- 9.7.9.3 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.
- 9.7.9.4 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.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from OneTone Telecom, Inc. local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the OneTone Telecom, Inc. switching system has a valid signaling relationship.

10. Operator Service and Directory Assistance

- 10.1 Operator Service 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.
- 10.2 Upon request for BellSouth Operator Services, BellSouth shall:
- 10.2.1 Process 0+ and 0- dialed local calls.
- 10.2.2 Process 0+ and 0- intraLATA toll calls.
- 10.2.3 Process calls that are billed to OneTone Telecom, Inc. end user's calling card that can be validated by BellSouth.
- 10.2.4 Process person-to-person calls.
- 10.2.5 Process collect calls.
- 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

- 10.2.7 Process station-to-station calls.
- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing OneTone Telecom, Inc. local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to OneTone Telecom, Inc. that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by OneTone Telecom, Inc..
- 10.2.15 Provide call records to OneTone Telecom, Inc. in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 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.
- 10.3 **Directory Assistance Service**
- 10.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by OneTone Telecom, Inc.'s end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
- 10.3.3 **Directory Assistance Service Updates**
- 10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.3.3.1.1 New end user connections
 - 10.3.3.1.2 End user disconnections
 - 10.3.3.1.3 End user address changes

10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

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

10.4.1 BellSouth's branding feature provides a definable announcement to OneTone Telecom, Inc. end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows OneTone Telecom, Inc. to have its calls custom branded with OneTone Telecom, Inc.'s name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to OneTone Telecom, Inc. when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where OneTone Telecom, Inc. resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route OneTone Telecom, Inc.'s end user calls to that provider through Selective Carrier Routing.

10.4.4 **For Resellers and Use with an Unbundled Port**

10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for OneTone Telecom, Inc. 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 Directory Assistance 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, OneTone Telecom, Inc. specific and unique line class codes are programmed in each BellSouth end office switch where OneTone Telecom, Inc. intends to serve end users with customized OS/DA branding. The line class codes specifically identify OneTone Telecom, Inc.'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 OneTone Telecom, Inc. intends to provide OneTone Telecom, Inc. -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 OneTone Telecom, Inc. to order dedicated trunking from each BellSouth end office identified by OneTone Telecom, Inc., either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the OneTone Telecom, Inc. Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by OneTone Telecom, Inc. 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.
- 10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, OneTone Telecom, Inc. shall not be required to purchase dedicated trunking.
- 10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, OneTone Telecom, Inc. must have its Operating Company Number (“OCN(s)”) and telephone numbers reside in BellSouth’s LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, OneTone Telecom, Inc. must submit a manual order form which requires, among other things, OneTone Telecom, Inc.’s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. OneTone Telecom, Inc. shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon

OneTone Telecom, Inc.'s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all OneTone Telecom, Inc. end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill OneTone Telecom, Inc. applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, OneTone Telecom, Inc. shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where OneTone Telecom, Inc. is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **For Facilities Based Carriers**

10.4.5.1 All Service Levels require OneTone Telecom, Inc. to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which OneTone Telecom, Inc. requires service.

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of OneTone Telecom, Inc.;

10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of OneTone Telecom, Inc.;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.5 **Directory Assistance Database Service (DADS)**

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to OneTone Telecom, Inc. end users. The term “end user” denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). OneTone Telecom, Inc. agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, OneTone Telecom, Inc. agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.
- 10.5.2 BellSouth shall initially provide OneTone Telecom, Inc. with a Base File of subscriber listings which reflect all listing change activity occurring since OneTone Telecom, Inc.’s most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30-45 days after receiving an order from OneTone Telecom, Inc. to prepare the Base File.
- 10.5.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since OneTone Telecom, Inc.’s previous update. Delivery of updates will commence immediately after OneTone Telecom, Inc. receives the Base File. Updates will be provided via magnetic tape unless BellSouth and OneTone Telecom, Inc. mutually develop CONNECT: Direct™ electronic connectivity. OneTone Telecom, Inc. will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.4 OneTone Telecom, Inc. authorizes the inclusion of OneTone Telecom, Inc. Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.
- 10.6 **Direct Access to Directory Assistance Service**
- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide OneTone Telecom, Inc.’s directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow OneTone Telecom, Inc. to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.
- 11. Automatic Location Identification/Data Management System (ALI/DMS)**

- 11.1 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 Public Safety Answering Point (“PSAP”) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.
- 11.2 Technical Requirements
- 11.2.1 BellSouth shall provide OneTone Telecom, Inc. a data link to the ALI/DMS database or permit OneTone Telecom, Inc. to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to OneTone Telecom, Inc. after OneTone Telecom, Inc. inputs end user information into the ALI/DMS database. Alternately, OneTone Telecom, Inc. may request that BellSouth enter OneTone Telecom, Inc.’s end user information into the database, and validate end user information.
- 11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless OneTone Telecom, Inc. requests otherwise and shall be updated if OneTone Telecom, Inc. requests, provided OneTone Telecom, Inc. supplies BellSouth with the updates.
- 11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.
- 11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 11.3 Interface Requirements
- 11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for OneTone Telecom, Inc. end users shall meet industry standards.
- 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 OneTone Telecom, Inc. the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s access to BellSouth's CNAM Database Services and shall be addressed to OneTone Telecom, Inc.'s Account Manager.

- 12.3 BellSouth's provision of CNAM Database Services to OneTone Telecom, Inc. requires interconnection from OneTone Telecom, Inc. 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, OneTone Telecom, Inc. shall provide its own CNAM SSP. OneTone Telecom, Inc.'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If OneTone Telecom, Inc. 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 OneTone Telecom, Inc. desires to query.
- 12.6 If OneTone Telecom, Inc. 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 OneTone Telecom, Inc. for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by OneTone Telecom, Inc. in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.. 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 OneTone Telecom, Inc. service logic and data from unauthorized access.
- 13.4 When OneTone Telecom, Inc. selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable OneTone Telecom, Inc. to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.4.1 OneTone Telecom, Inc. access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.4.2 BellSouth shall allow OneTone Telecom, Inc. to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
- 14. Basic 911 and E911**
- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.2 Basic 911 Service Provisioning. BellSouth will provide to OneTone Telecom, Inc. 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. OneTone Telecom, Inc. 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. OneTone Telecom, Inc. will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, OneTone Telecom, Inc. will be required to begin using E911 procedures.

- 14.3 E911 Service Provisioning. OneTone Telecom, Inc. shall install a minimum of two dedicated trunks originating from the OneTone Telecom, Inc. serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. OneTone Telecom, Inc. will be required to provide BellSouth daily updates to the E911 database. OneTone Telecom, Inc. 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, OneTone Telecom, Inc. will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (“PSAP”). This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. OneTone Telecom, Inc. 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.
- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on OneTone Telecom, Inc. beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to OneTone Telecom, Inc. shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and OneTone Telecom, Inc. to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

- 15.1 BellSouth has developed and made available the following electronic interfaces by which OneTone Telecom, Inc. may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. 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. All OSS charges are specified in Rate Exhibit B of this Attachment 2.
- 15.3 Denial/Restoral OSS Charge
- 15.3.1 In the event OneTone Telecom, Inc. 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.
- 15.4 Cancellation OSS Charge
- 15.4.1 OneTone Telecom, Inc. will incur an OSS charge for an accepted LSR that is later canceled.
- 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 15.4.3 Network Elements and Other Services Manual Additive
- 15.4.3.1 The Commissions in some states have ordered per-element manual additive non-recurring 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 on the Rate Tables in Exhibit B.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that OneTone Telecom, Inc. creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by OneTone Telecom, Inc..
- C. Special billing number - a ten-digit number that identifies a billing account established by OneTone Telecom, Inc..
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by OneTone Telecom, Inc. that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by OneTone Telecom, Inc..
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by OneTone Telecom, Inc..

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of OneTone Telecom, Inc. and pursuant to which BellSouth, its LIDB customers and OneTone Telecom, Inc. shall have access to such information. In addition, this Agreement sets forth the terms and conditions for OneTone Telecom, Inc.'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. OneTone Telecom, Inc. understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of OneTone Telecom, Inc., pursuant to this Agreement, shall be available to those telecommunications service providers. The

terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to OneTone Telecom, Inc.'s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether OneTone Telecom, Inc. has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify OneTone Telecom, Inc. of fraud alerts so that OneTone Telecom, Inc. may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by OneTone Telecom, Inc. pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to OneTone Telecom, Inc. 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.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate OneTone Telecom, Inc.'s data from BellSouth's data, the following terms and conditions shall apply:

1. OneTone Telecom, Inc. will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for OneTone Telecom, Inc.'s End User accounts which are resident in LIDB pursuant to this Agreement. OneTone Telecom, Inc. authorizes BellSouth to place such charges on OneTone Telecom, Inc.'s bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.
2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. OneTone Telecom, Inc. shall have the responsibility to render a billing statement to its End Users for these charges, but OneTone Telecom, Inc. shall pay BellSouth for the charges billed regardless of whether OneTone Telecom, Inc. collects from OneTone Telecom, Inc.'s End Users.
4. BellSouth shall have no obligation to become involved in any disputes between OneTone Telecom, Inc. and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to OneTone Telecom, Inc.. It shall be the responsibility of OneTone Telecom, Inc. and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. OneTone Telecom, Inc. will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of OneTone Telecom, Inc.. BellSouth will not issue line-based calling cards in the name of OneTone Telecom, Inc.'s individual End Users. In the event that OneTone Telecom, Inc. wants to include calling card numbers assigned by OneTone Telecom, Inc. in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

- A. OneTone Telecom, Inc. will not be charged a fee for storage services provided by BellSouth to OneTone Telecom, Inc., as described in this LIDB Facilities Based Storage Agreement.

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by OneTone Telecom, Inc. in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS
Alabama

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BOS	USOC	RATES												
							Nonrecuring					Nonrecuring					OSS RATES		
							Rec	First	Admi	Disconnct	SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	\$16.24	\$69.03	\$43.14	\$15.21	\$3.22	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	\$24.76	\$69.03	\$43.14	\$15.21	\$3.22	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	\$44.85	\$69.03	\$43.14	\$15.21	\$3.22	\$23.97	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEFSR	UEALS	\$15.24	\$69.03	\$43.14	\$15.21	\$3.22	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEFSR	UEALS	\$24.76	\$69.03	\$43.14	\$15.21	\$3.22	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEFSR	UEALS	\$44.85	\$69.03	\$43.14	\$15.21	\$3.22	\$23.97	\$12.97	\$17.77	\$17.77				
		Engineering Information Document (Ei)			UEANL	UEALS	\$28.75	\$28.75	\$28.75										
		Manual Order Coordination for U/L-SLTs (per loop) *			UEANL	UEANL	\$11.29	\$11.29	\$11.29										
		Order Coordination for Specified Conversion Time (per LSR) *			UEANL	OCOSL	\$45.99	\$45.99	\$45.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	\$17.95	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	\$29.16	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	\$52.84	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.99	\$45.99	\$45.99										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	\$17.95	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	\$29.16	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	\$52.84	\$145.46	\$108.40	\$40.31	\$26.01	\$27.37	\$12.97	\$17.77	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.99	\$45.99	\$45.99										
		4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$24.01	\$293.70	\$241.76	\$108.96	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$39.00	\$293.70	\$241.76	\$108.96	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$70.67	\$293.70	\$241.76	\$108.96	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.99	\$45.99	\$45.99										
		2-WIRE ISDN DIGITAL GRADE LOOP																	
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	\$23.23	\$331.85	\$255.87	\$108.95	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	\$37.74	\$331.85	\$255.87	\$108.95	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	\$68.38	\$331.85	\$255.87	\$108.95	\$57.01	\$27.37	\$12.97	\$17.77	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UDN	OCOSL	\$45.99	\$45.99	\$45.99										
		2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	\$16.84	\$104.17	\$78.1	\$108.95	\$57.01	\$18.94	\$8.42	\$17.77	\$17.77				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	\$19.45	\$104.17	\$78.1	\$108.95	\$57.01	\$18.94	\$8.42	\$17.77	\$17.77				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	\$30.92	\$104.17	\$78.1	\$108.95	\$57.01	\$18.94	\$8.42	\$17.77	\$17.77				
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
		2-Wire Asymmetric ADSL Loop including manual services inquiry & facility reservation - Zone 1		1	UAL	UAL2X	\$12.09	\$514.21	\$464.58	\$106.65	\$56.98	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Asymmetric ADSL Loop including manual services inquiry & facility reservation - Zone 2		2	UAL	UAL2X	\$19.64	\$514.21	\$464.58	\$106.65	\$56.98	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Asymmetric ADSL Loop including manual services inquiry & facility reservation - Zone 3		3	UAL	UAL2X	\$35.59	\$514.21	\$464.58	\$106.65	\$56.98	\$27.37	\$12.97	\$17.77	\$17.77				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL	\$45.99	\$45.99	\$45.99										
		2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$12.09	\$204.88	\$129.08	\$100.52	\$15.82	\$27.37	\$12.97	\$17.77	\$17.77				
		2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$19.64	\$204.88	\$129.08	\$100.52	\$15.82	\$27.37	\$12.97	\$17.77	\$17.77				

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: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm

UNBUNDLED NETWORK ELEMENTS
Alabama

CATEGORY	NOTES	Interim	Zone	BCS	USOC	RATES						OSS RATES								
						Rec	First	Admi	Final	Disconnect	Admi	SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
2-WIRE UNBUNDLED ADSL LOOP	without manual service inquiry & facility																			
	reservation - Zone 3		3	UAL	UAL2W	\$35.59	\$204.88	\$129.08	\$100.52	\$15.82										
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL	\$45.99														
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	reservation - Zone 1		1	UHL	UHL2X	\$9.41	\$514.21	\$464.58	\$106.65	\$56.98										
	reservation - Zone 2		2	UHL	UHL2X	\$15.29	\$514.21	\$464.58	\$106.65	\$56.98										
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	reservation - Zone 2		2	UHL	UHL2X	\$27.70	\$514.21	\$464.58	\$106.65	\$56.98										
	reservation - Zone 3		3	UHL	OCOSL	\$45.99														
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	reservation - Zone 2		2	UHL	UHL4X	\$18.71	\$541.13	\$491.50	\$106.65	\$56.98										
	reservation - Zone 3		3	UHL	OCOSL	\$45.99														
4-WIRE UNBUNDLED HDLSL LOOP																				
	reservation - Zone 1		1	UHL	UHL4W	\$11.52	\$279.39	\$203.59	\$109.99	\$20.7										
	reservation - Zone 2		2	UHL	UHL4W	\$18.71	\$279.39	\$203.59	\$109.99	\$20.7										
4-WIRE UNBUNDLED HDLSL LOOP																				
	reservation - Zone 1		1	UHL	UHL4W	\$11.52	\$279.39	\$203.59	\$109.99	\$20.7										
	reservation - Zone 2		2	UHL	UHL4W	\$18.71	\$279.39	\$203.59	\$109.99	\$20.7										
4-WIRE DS1 DIGITAL LOOP																				
	reservation - Zone 1		1	USL	USLXX	\$51.74	\$610.13	\$380.26	\$134.77	\$55.97										
	reservation - Zone 2		2	USL	USLXX	\$84.05	\$610.13	\$380.26	\$134.77	\$55.97										
4-WIRE DS1 DIGITAL LOOP																				
	reservation - Zone 3		3	USL	USLXX	\$152.29	\$610.13	\$380.26	\$134.77	\$55.97										
	Order Coordination for Specified Conversion Time				OCOSL	\$49.18														
4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																				
	reservation - Zone 1		1	UDL	UDL19	\$27.33	\$498.05	\$343.7	\$129.62	\$64.25										
	reservation - Zone 2		2	UDL	UDL19	\$44.4	\$498.05	\$343.7	\$129.62	\$64.25										
4-WIRE UNBUNDLED HDLSL LOOP																				
	reservation - Zone 1		1	UDL	UDL56	\$27.33	\$498.05	\$343.70	\$129.62	\$64.25										
	reservation - Zone 2		2	UDL	UDL56	\$44.40	\$498.05	\$343.70	\$129.62	\$64.25										
4-WIRE UNBUNDLED HDLSL LOOP																				
	reservation - Zone 3		3	UDL	UDL56	\$90.45	\$498.05	\$343.70	\$129.62	\$64.25										
	Order Coordination for Specified Conversion Time				OCOSL	\$45.99														
2-WIRE UNBUNDLED COPPER LOOP																				
	reservation - Zone 1		1	UCL	UCLPB	\$11.90	\$283.37	\$163.68	\$120.15	\$22.37										
	reservation - Zone 2		2	UCL	UCLPB	\$13.74	\$283.37	\$163.68	\$120.15	\$22.37										
2-WIRE UNBUNDLED COPPER LOOP/SHORT INCLUDING MANUAL SERVICE INQUIRY & FACILITY																				
	reservation - Zone 2		2	UCL	UCLPB	\$21.83	\$283.37	\$163.68	\$120.15	\$22.37										
	reservation - Zone 3		3	UCL	UCLMC	\$21.83	\$283.37	\$163.68	\$120.15	\$22.37										
2-WIRE UNBUNDLED COPPER LOOP/SHORT INCLUDING MANUAL SERVICE INQUIRY & FACILITY																				
	reservation - Zone 3		3	UCL	UCLMC	\$21.83	\$283.37	\$163.68	\$120.15	\$22.37										
	Order Coordination for Unbundled Copper Loops (per loop)					\$51.29														

UNBUNDLED NETWORK ELEMENTS
Alabama

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES										OSS RATES												
							Nonrecuring					Discomnet					SOMEIC					SOMAN					Incremental Change - Manual Sec Electronic-Disc		
							Rec	Flat	Advt	Flat	Advt	SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Local Channel - Dedicated - 4-Wire Voice Grade per month				UNC-VX	\$17.06	\$387.21	\$67.20	\$74.22	\$7.33																		
		Local Channel - Dedicated - DST1 per month - Zone 1				ULD01	\$41.52	\$354.94	\$307.43	\$44.38	\$30.52																		
		Local Channel - Dedicated - DST1 per month - Zone 2				ULD02	\$61.05	\$354.94	\$307.43	\$307.43	\$30.52																		
		Local Channel - Dedicated - DST1 per month - Zone 3				ULD03	\$47.29	\$354.94	\$307.43	\$44.38	\$30.52																		
		Local Channel - Dedicated - DST3 - Per Mile per month				ULD03	\$7.91																						
		Local Channel - Dedicated - DST3 - Facility Termination per month				ULD03	\$476.04	\$903.37	\$527.87	\$238.87	\$167.16																		
		Local Channel - Dedicated - STS-1 - Per Mile per month				ULD01	\$7.91																						
		Local Channel - Dedicated - STS-1 - Facility Termination per month				ULD01	\$466.84	\$903.37	\$527.87	\$238.87	\$167.16																		
		Channelization - DST1 to DS0 Channel System				UXTD1	\$122.5	\$182.08	\$126.14	\$21.07	\$19.58																		
		OC-LDP COC1 (Data) - DST1 to DS0 Channel System - per month (2,4-4kbs)				UDL	\$1.36	\$13.16	\$9.43																				
		2-Wire ISDN COC1 (BRI) - DST1 to DS0 Channel System - per month				UDL	\$2.92	\$13.16	\$9.43																				
		Voice Grade COC1 - DST1 to DS0 Channel System - per month				UDF3	\$0.64	\$356.28	\$167.94	\$66.51	\$63.65																		
		DSS to DS1 Channel System per month				UXS1	\$201.37																						
		DSS to DS1 Channel System per month				UXS1	\$15.39																						
		DSS Interface Unit (DST COC1) based with Loop per month				UCD1		\$13.15	\$9.43																				
		Dark Fiber, Four Fiber Strands, Per Route Mile of Fraction Thereof per month - Local Channel				UDF	\$68.84	\$1,278.17	\$275.73	\$634.11	\$395.32																		
		Dark Fiber, Four Fiber Strands, Per Route Mile of Fraction Thereof per month - Interface Channel				UDF																							
		Dark Fiber, Four Fiber Strands, Per Route Mile of Fraction Thereof per month - Local Loop				UDF																							
		Dark Fiber, Four Fiber Strands, Per Route Mile of Fraction Thereof per month - Local Loop				UDF	\$68.84	\$1,278.17	\$275.73	\$634.11	\$395.32																		
		Optional Features & Functions:																											
		Clear Channel Capability (BRS/ESF) Option - Subsequent - per DST1 Channel				UNC1X	\$184.85	\$23.81	\$1.99	\$0.77	\$29.23	\$3.93																	
		Clear Channel Capability (BRS/ESF) Option - Subsequent - per DST1 Channel				UNC1X	\$184.85	\$23.81	\$1.99	\$0.77	\$29.23	\$3.93																	
		8XX Access Ten Digit Screening					\$0.0005																						
		8XX Access Ten Digit Screening, Per Call				OHD		\$7.13	\$9.7																				
		Reserved				OHD																							
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS				OHD		\$15.88	\$1.97	\$10.04	\$9.7																		
		Transitions				OHD																							
		8XX Access Ten Digit Screening, Customzad Area of Service Per 8XX Number				OHD		\$15.88	\$1.97	\$10.04	\$9.7																		
		Transitions				OHD																							
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.				OHD		\$6.66	\$3.81																				
		8XX Access Ten Digit Screening, Change Charge Per Request				OHD		\$8.10	\$9.7																				
		8XX Access Ten Digit Screening, Call Handling and Destination Features				OHD		\$5.69																					
		LINE INFORMATION DATA BASE ACCESS (LDB)																											
		LDB Common Transport Per Query				OOU	\$0.00004																						
		LDB Valuation Per Query				OOU	\$0.0142																						
		LDB Originating Point Code Establishment or Change				OOU/OOU		\$64.36																					
		SIGNALING (CC37)																											
		CC37 Signaling Termination, Per STP Port				1DB	\$148.72																						
		CC37 Signaling Usage, Per TMAP Message				1DB	\$0.0001																						
		NOTE: Applies when measurement and billing capability exists.																											
		CC37 Signaling Connection, Per Link (A link)				1DB	\$19.76	\$171.98	\$171.98	\$171.98	\$196.70																		
		CC37 Signaling Connection, Per Link (B link) (also known as D link)				1DB	\$18.48	\$171.98	\$171.98	\$171.98	\$196.70																		
		CC37 Signaling Connection, Per ISUP Link (also known as D link)				1DB	\$0.0004																						
		NOTE: Applies when measurement and billing capability exists.																											
		CC37 Signaling Usage, Surrogate, per link per LATA				1DB	\$115.6	\$376.12																					
		CC37 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected				1DB		\$40.00	\$40.00																				
		CC37 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected				1DB		\$8.0	\$8.0																				

UNBUNDLED NETWORK ELEMENTS
Alabama

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES										OSS RATES										
							Nonrecuring					Discomect					SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
							Rec	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt	First	Advt
FEATURES		Subsequent Activity					\$0.0	\$0.0	\$0.0																		
FEATURES		All Available Vertical Features					\$5.55	\$0.0	\$0.0																		
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)																									
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller-E484 ID - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21
		Exchange Ports - 2-Wire VG unbundled All extended local dialing parity Port with Caller ID - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21
		Subsequent Activity					\$0.0	\$0.0	\$0.0																		
FEATURES		All Available Vertical Features					\$5.55	\$0.0	\$0.0																		
		EXCHANGE PORT RATES (IDD & PBX)																									
		Exchange Ports - 2-Wire DID Port					\$9.20	\$238.61	\$37.48	\$119.79	\$4.92	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	
		Exchange Ports - DDITS Port - 4-Wire DSTI Port with DID capability					\$68.67	\$404.04	\$191.38	\$145.18	\$4.92	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	
		Exchange Ports - 2-Wire ISDN Port (See Notes below)					\$11.19	\$146.54	\$105.97	\$95.57	\$21.47	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	
		All Features Offered					\$5.55	\$0.0	\$0.0																		
		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 Ports - 2-Wire ISDN Port -- Channel Profiles																									
		Exchange Ports - 2-Wire ISDN DSTI Port					\$96.37	\$407.62	\$203.11	\$158.35	\$40.11	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	\$54.75	
		2-Wire VG Unbundled 2-Way PBX Trunk - Res					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled PBX LD Terminal Ports					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 2-Way PBX Usage Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled PBX LD DDD Terminal Ports					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard/DD Capable Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					\$2.07	\$21.93	\$21.93	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	\$6.21	
		Subsequent Activity					\$0.0	\$0.0	\$0.0																		
FEATURES		All Available Vertical Features					\$5.55	\$0.0	\$0.0																		
		EXCHANGE PORT RATES (CON)																									
		Exchange Ports - Coin Port					\$2.34	\$21.93	\$21.93	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	\$5.21	
		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																									

UNBUNDLED NETWORK ELEMENTS
Alabama

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES													
							Nonrecurring					Discontin.					OSS RATES			
							Rec	First	Advt	First	Advt	SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VLM20	\$1,158.90	\$0.00	\$0.00											
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VLM28	\$1,390.68	\$0.00	\$0.00											
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VLM38	\$1,854.24	\$0.00	\$0.00											
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VLM40	\$2,317.80	\$0.00	\$0.00											
		576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VLM67	\$2,781.36	\$0.00	\$0.00											
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VLM67	\$3,244.92	\$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 Addl after the minimum system configuration is counted.																		
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	\$0.00	\$300.95	\$16.72											
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only																		
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VLM04	\$0.00	\$716.11	\$468.04	\$148.75	\$17.65									
		Bipolar & Zero Substitution																		
		Clear Channel Capability Format - Subsequent Activity Only			UEPMG	COOSF	\$0.00	\$0.00	\$600.00											
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	COOEF	\$0.00	\$0.00	\$600.00											
		Alternate Mark Inversion (AMI)																		
		Superframe Format			UEPMG	MCOSE	\$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			UEPPX	UEPCK	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00									
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00									
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEPIX	\$1.58	\$0.00	\$0.00	\$0.00	\$0.00									
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$9.20	\$0.00	\$0.00	\$0.00	\$0.00									
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPAM	\$1.58	\$0.00	\$0.00											
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPAM	\$1.58	\$0.00	\$0.00											
		Feature Activations - Unbundled Loop Concentration																		
		Feature (Service) Activation for each Line Side Port - Terminated in D4 Bank			UEPPX	1PQWM	\$0.64	\$25.39	\$13.41	\$4.19	\$4.16									
		Feature (Service) Activation for each Line Side Port - Terminated in D4 Bank			UEPPX	1PQVU	\$0.64	\$78.13	\$18.42	\$59.24	\$11.58									
		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											
		Local Number Portability																		
		Local Number Portability - 1 per port			UEPPX	LNP0P	\$3.15	\$0.00	\$0.00											

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rate	RATES				OSS RATES							
								Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Addl	Frs	Addl	Spec Order Submitted per LSR	Spec Order Submitted Manually per LSR	Incremental Charge - Manual Spec Order vs. Electronic-1st	Incremental Charge - Manual Spec Order vs. Electronic-Addl	Incremental Manual Spec Order vs. Electronic-Disc 1st	Incremental Manual Spec Order vs. Electronic-Disc Addl			
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULMAT	\$14.05	\$14.05											\$1.65
		Unbundled Network Terminating Wire (UNITW)			UENTW	UENPP	\$0.3682	\$21.85	\$21.85										\$1.65
		Unbundled Network Terminating Wire (UNITW) per Pair																	
		Network Interface Device (NID)																	
		Network Interface Device (NID) - 1-2 lines			UENTW	UNND12	\$63.72	\$63.72	\$40.94										\$1.65
		Network Interface Device (NID) - 1-6 lines			UENTW	UNND16	\$105.96	\$83.17	\$63.17										\$1.65
		Network Interface Device Cross Connect - 2 W			UENTW	UNND2	\$7.12	\$7.12	\$7.12										\$1.65
		Network Interface Device Cross Connect - 4W			UENTW	UNND4	\$7.12	\$7.12	\$7.12										\$1.65
		UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	\$461.86	\$324.01	\$324.01										\$1.65
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	\$54.91	\$135.00	\$135.00										\$1.65
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT13A	\$500.74	\$324.01	\$324.01										\$1.65
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT13B	\$92.53	\$135.00	\$135.00										\$1.65
		Unbundled Loop Concentration - DSL Loop Interface Card			ULC	UCTCO	\$5.18	\$64.65	\$64.65										\$1.65
		Unbundled Loop Concentration - RSN Loop Interface (Brite Card)			UDN	ULCG1	\$6.22	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	\$8.22	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (FOIS Card)			UEA	ULCC2	\$2.06	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	\$12.22	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	\$7.29	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	\$35.63	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCG7	\$10.80	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$10.80	\$14.96	\$14.96										\$1.65
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$10.80	\$14.96	\$14.96										\$1.65
		UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
		UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX													
		UNITW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UNDBX													
		Unbundled Contract Name, Provisioning Only - No Rate			UENTW	UNDBX													
		Unbundled Contact Name, Provisioning Only - no rate			UENTW	UNDBX													
		Unbundled Sub-loop Feeder-2 Wire Cross Box Jumper - no rate			UEAJUD	USBFO	\$0.0	\$0.0	\$0.0										

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BGS	USOC	RATES				OSS RATES													
							Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
							Rec	Frst	Adtl	Frst	Adtl													
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEAUS L,UCL,U DL																			
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0.0	\$0.0	\$0.0															
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0	\$0.0															
		HIGH CAPACITY UNBUNDLED LOCAL LOOP																						
		NOTE: 4 month minimum billing period																						
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1LSND	\$10.06																	
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	US3TX	\$367.1																	
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1LSND	\$10.06																	
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	\$426.68																	
		LOOP MAKE-UP																						
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKQLW	\$43.10																	
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP	\$45.72																	
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK	\$0.6757																	
		LINE SHARING																						
		Line Sharing Splitter, per System 96 Line Capacity			ULS	USDA	\$100.00	\$150.00	\$0.0	\$150.00	\$0.0													
		Line Sharing Splitter, per System 24 Line Capacity			ULS	USDB	\$25.00	\$150.00	\$0.0	\$150.00	\$0.0													
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	USDB	\$8.33	\$150.00	\$0.0	\$150.00	\$0.0													
		Line Sharing - per Line Activation			ULS	USDC	\$0.61	\$40.00	\$22.00	\$40.00	\$0.0													
		Line Sharing - per Subsequent Activity per Line Rearrangement			ULS	USDS	\$30.00	\$30.00	\$15.00	\$30.00	\$10.73													
		UNBUNDLED TRANSPORT																						
		COMMON TRANSPORT (Shared)																						
		Common Transport - Per Mile, Per MOU					\$0.0000039																	
		Common Transport - Facilities Termination Per MOU					\$0.0004579																	
		NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																						
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1LSXX	\$0.0084																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	\$28.02	\$42.69	\$28.66	\$16.51	\$6.34													
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat - Per Mile per month			U1TVX	1LSXX	\$0.0094																	
		Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat - Facility Termination per month			U1TVX	U1TR2	\$28.02	\$42.69	\$28.66	\$16.51	\$6.34													
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1LSXX	\$0.0094																	
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	\$23.2	\$42.69	\$28.66	\$16.51	\$6.34													
		Interoffice Channel - Dedicated Transport - 56 Kbps - per mile per month			U1TDX	1LSXX	\$0.0084																	
		Interoffice Channel - Dedicated Transport - 56 Kbps - Facility Termination per month			U1TDX	U1TD5	\$18.95	\$42.69	\$28.66	\$16.51	\$6.34													

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BGS	USOC	Rec	Fret	RATES		OSS RATES								
									Addl	Frs	Addl	Frs	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							Nonrecurring		Nonrecurring										
							Disconnect		Disconnect										
							Spec Order Submitted Manually per LSR		Spec Order Submitted Manually per LSR		Incremental Charge - Manual Spec Order vs. Electronic-1st		Incremental Charge - Manual Spec Order vs. Electronic-Addl		Incremental Manual Spec Order vs. Electronic-1st		Incremental Manual Spec Order vs. Electronic-Addl		
		Directory Assistance Data Base Service, per month					DBSOF	\$130.00											
		BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		\$3,000.00	\$3,000.00										
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		\$690.00	\$690.00										
		SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		\$94.33	\$94.33	\$11.46	\$11.46								
		VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connects (loop)			useant, ue a, udn, ud c, ual, uhl, ucl, ueq	UEAC2		\$0.0297	\$33.86	\$31.95									
		Virtual Collocation - 2-wire Cross Connects (loop)			uea, uhl, u	VE1R2		\$0.0502	\$11.57	\$11.57									
		Virtual Collocation - 4-wire Cross Connects (loop)			cl, udl, u	UEAC4		\$0.0594	\$33.99	\$32.00									
		Virtual Collocation - 4-wire Cross Connects (port)			USLUL C	VE1R4		\$0.0502	\$11.57	\$11.57									
		Virtual Collocatin - DS1 Cross Connects				CNXCX		\$1.37	\$53.30	\$40.2									
		AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		\$191,575.00	\$191,575.00	\$6,974.00	\$6,974.00								
		End Office Establishment			SRC	SRCEO		\$168.89	\$168.89	\$0.63	\$0.63								
		Query NRC, per query			SRC			\$0.0030998											
		AIN - BELL SOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$39.27	\$39.27	\$33.04	\$33.04								
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		\$7.79	\$7.79	\$7.38	\$7.38								
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		\$7.79	\$7.79	\$7.38	\$7.38								
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		\$34.85	\$34.85	\$21.97	\$21.97								
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMIC		\$73.76	\$73.76	\$9.51	\$9.51								
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)						\$0.0029											
		AIN SMS Access Service - Session, Per Minute						\$0.2985											
		AIN SMS Access Service - Company Performed Session, Per Minute						\$0.4185											
		AIN - BELL SOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$39.27	\$39.27	\$33.04	\$33.04								
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$8,406.0000	\$8,406.0000										
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		\$7.79	\$7.79	\$7.38	\$7.38								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook, Delay				BAPTD		\$7.79	\$7.79	\$7.38	\$7.38								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook, Immediate				BAPTM		\$7.79	\$7.79	\$7.38	\$7.38								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		\$34.32	\$34.32	\$11.66	\$11.66								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, GDP				BAPTC		\$34.32	\$34.32	\$11.66	\$11.66								

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BOS	USOC	RATES				OSS RATES					
							Non-recurring	Disconnect	Non-recurring	Disconnect	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Addl	First	Addl	Spec Order Submitted Elec per LSR	Spec Order Submitted Manually per LSR	Incremental Charge - Manual Spec Order vs. Electronic-1st	Incremental Charge - Manual Spec Order vs. Electronic-Addl	Incremental Manual Spec Order vs. Electronic-Disc 1st	Incremental Manual Spec Order vs. Electronic-Disc Addl
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code					Rec									
		AIN Toolkit Service - Query Charge, Per Query						BAP1F								
		AIN Toolkit Service - Type 1 Node Change, Per AIN Toolkit Subscription, Per Node, Per Query														
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes														
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription						BAP1S								
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription						BAP1S								
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription						BAPDS								
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription						BAPES								
		ODUFE/DOU/ADUFC/CMDS														
		ACCESS DAILY USAGE FILE (ADUFI)														
		ADUFI: Message Processing, per message														
		ADUFI: Data Transmission (CONNECT-DIRECT), per message														
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUFI)														
		EODUFI: Message Processing, per message														
		OPTIONAL DAILY USAGE FILE (ODUFI)														
		ODUFI: Recording, per message														
		ODUFI: Message Processing, per message														
		ODUFI: Message Processing, per Magnetic Tape provisioned														
		ODUFI: Data Transmission (CONNECT-DIRECT), per message														
		ENHANCED EXTENDED LINK (EELS)														
		NOTE: in Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order (No Switch As is Charge.)														
		NOTE: New EELS available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA.														
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch AS is Charge.														
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNEs. A Switch AS is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)														
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order (No Switch As is Charge.)														
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
		First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1														
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2														
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3														
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month														
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month														

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BGS	USOC	RATES				OSS RATES						
							Nonrecurring	Disconnect	Nonrecurring	Disconnect	Spec Order Submitted Elec per LSR	Spec Order Submitted Manually per LSR	Incremental Charge - Manual vs. Electronic-1st	Incremental Charge - Manual vs. Electronic-Add1	Incremental Manual Spec Order vs. Electronic-Dis	Incremental Manual Spec Order vs. Electronic-Dis-Add1	
		Nonrecurring Currently Combined Network Elements Switch A-Sis Change			UNCVX	UNCCC	Rec	Frst	Add	Frs	Add	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$21.23	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$29.41	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$55.63	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Interoffice Transport - Dedicated - 4-wire/VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0094										
		Interoffice Transport - Dedicated - 4 Wire Voice Grade combination - Facility Termination per month			UNCVX	UT1V4	\$23.20	\$95.38	\$47.42	\$40.82	\$16.25	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Nonrecurring Currently Combined Network Elements Switch A-Sis Change			UNCVX	UNCCC		\$8.10	\$8.10	\$8.10	\$8.10	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$10.06										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	1L5XX	\$387.10	\$220.36	\$139.5	\$60.49	\$23.69	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	\$3.57										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	UT1T3	\$1,101.00	\$288.50	\$124.61	\$34.80	\$19.96	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Nonrecurring Currently Combined Network Elements Switch A-Sis Change			UNC3X	UNCCC		\$8.10	\$8.10	\$8.10	\$8.10	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		ST1 DIGITAL EXTENDED LOOP WITH DEDICATED ST1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - ST1 combination - Per Mile per month			UNC3X	1L5ND	\$10.06										
		High Capacity Unbundled Local Loop - ST1 combination - Facility Termination per month			UNC3X	UDL51	\$426.68	\$220.36	\$139.50	\$60.49	\$23.69	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Interoffice Transport - Dedicated - ST1 combination - Per Mile per month			UNC3X	1L5XX	\$3.57										
		Interoffice Transport - Dedicated - ST1 combination - Facility Termination per month			UNC3X	UT1T5	\$1,085.00	\$288.50	\$124.61	\$34.80	\$19.96	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Nonrecurring Currently Combined Network Elements Switch A-Sis Change			UNC3X	UNCCC		\$8.10	\$8.10	\$8.10	\$8.10	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		2WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	\$30.44	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		First 2-wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	\$26.51	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		First 2-wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	\$53.95	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	\$0.2										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	UT1T1	\$90.87	\$157.3	\$110.42	\$41.12	\$16.2	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	\$151.7	\$51.63	\$13.3	\$1.35	\$1.21	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		2-wire ISDN COCI (BRITTE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.76	\$6.05	\$4.36			\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	\$20.44	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	\$28.31	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	\$53.56	\$115.02	\$54.58	\$43.28	\$5.68	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		2-wire ISDN COCI (BRITTE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	\$3.76	\$6.05	\$4.36			\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		Nonrecurring Currently Combined Network Elements Switch A-Sis Change			UNC1X	UNCCC		\$8.10	\$8.10	\$8.10	\$8.10	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		4WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$69.22	\$196.32	\$110.28	\$76.38	\$13.03	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$56.89	\$196.32	\$110.28	\$76.38	\$13.03	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$181.38	\$196.32	\$110.28	\$76.38	\$13.03	\$10.73	\$10.73	\$10.73	\$1.65	\$1.65	\$1.65

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	Frs1	Add1	Frs	Add1	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		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.																		
		For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port no recurring charges apply to Not Currently Combined Combo. For Currently Combined Combos in GA and all other states, 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		1			\$13.01													
		2-Wire VG Loop/Port Combo - Zone 2		2			\$17.15													
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.45													
		UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	\$11.89													
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	\$16.03													
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	\$29.33													
		2-Wire Voice Grade Line Port Rates (Res)																		
		2-Wire voice unbundled port - resistance			UEPRX	UEPRL	\$1.12												\$1.65	
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	\$1.12												\$1.65	
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	\$1.12												\$1.65	
		2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	\$1.12												\$1.65	
		2-Wire voice unbundles res, bw usage line port with Caller ID (LUM)			UEPRX	UEPAP	\$1.12												\$1.65	
		FEAT URES																		
		All Features Offered			UEPRX	UEPVF	\$2.17	\$0.0	\$0.0										\$1.65	
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)			UEPRX	LNPCX	\$0.35													
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2	\$0.092	\$0.092	\$0.092											\$10.73
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC	\$0.092	\$0.092	\$0.092											\$10.73
		ADDITIONAL NRCS																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	\$0.0	\$0.0	\$0.0											
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
		UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1		1			\$13.01													
		2-Wire VG Loop/Port Combo - Zone 2		2			\$17.15													
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.45													
		UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	\$11.89													
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	\$16.03													
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	\$29.33													
		2-Wire Voice Grade Line Port (Bus)																		
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	\$1.12													\$10.73
																				\$1.65

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring	Addl	Frs	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Nonrecurring	Addl	Frs	Addl	Spec Order Submitted per LSR	Spec Order Submitted Manually per LSR	Incremental Charge - Manual vs. Electronic-1st	Incremental Charge - Manual vs. Electronic-Addl	Incremental Manual Spec Order vs. Electronic-Disc 1st	Incremental Manual Spec Order vs. Electronic-Disc Addl	
		2-Wire voice unbundled port with Caller + E494 ID - bus			UEPBX	UEPBX	Rec		Frs	Addl							
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	\$1.12										
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	\$1.12										
		LOCAL NUMBER PORTABILITY			UEPBX	LNPCX	\$0.35										
		Local Number Portability (1 per port)															
		FEATURES															
		All Features Offered			UEPBX	UEPVF	\$2.17	\$0.0	\$0.0								\$1.65
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$0.092	\$0.092								\$1.65
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		\$0.092	\$0.092								
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$10.73					
		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		1			\$13.01										
		2-Wire VG Loop/Port Combo - Zone 2		2			\$17.15										
		2-Wire VG Loop/Port Combo - Zone 3		3			\$30.45										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$11.89										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$16.03										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$29.33										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$1.12						\$10.73				\$1.65
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5										
		FEATURES															
		All Features Offered			UEPRG	UEPVF	\$2.17	\$0.0	\$0.0								\$1.65
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-as-is			UEPRG	USAC2		\$7.62	\$1.72								\$10.73
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$7.62	\$1.72								\$10.73
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0								\$1.65
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$7.09	\$7.09								
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES									
							Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-Add1	Incremental Charge - Manual Order vs. Electronic-Disc 1st	Incremental Charge - Manual Order vs. Electronic-Disc Add1
							Rec	Frst	Add1	Frs	Add1									
UNE Port/Loop Combination Rates																				
	2-Wire VG Loop/Port Combo - Zone 1			1			\$13.01													
	2-Wire VG Loop/Port Combo - Zone 2			2			\$17.15													
	2-Wire VG Loop/Port Combo - Zone 3			3			\$30.45													
UNE Loop Rates																				
	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPXL	\$11.89													
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPXL	\$16.03													
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPXL	\$29.33													
2-Wire Voice Grade Line Port Rates (BUS - PBX)																				
	Line Slide Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPX	UEPPC	\$1.12													
	Line Slide Unbundled Outward PBX Trunk Port - Bus				UEPPX	UEPPO	\$1.12													
	Line Slide Unbundled Incoming PBX Trunk Port - Bus				UEPPX	UEPPI	\$1.12													
	2-Wire Voice Unbundled PBX LD Terminal Ports				UEPPX	UEPLD	\$1.12													
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port				UEPPX	UEPPA	\$1.12													
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPPX	UEPPB	\$1.12													
	2-Wire Voice Unbundled PBX LD DDD Terminals Port				UEPPX	UEPPC	\$1.12													
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPPX	UEPPD	\$1.12													
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				UEPPX	UEPPE	\$1.12													
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port				UEPPX	UEPXL	\$1.12													
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port				UEPPX	UEPXM	\$1.12													
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				UEPPX	UEPXO	\$1.12													
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPPX	UEPXS	\$1.12													
LOCAL NUMBER PORTABILITY																				
	Local Number Portability (1 per port)				UEPPX	LNPGP	\$3.15													
FEAT URES																				
	All Features Offered				UEPPX	UEPVF	\$2.17		\$0.0		\$0.0									
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																				
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is Charge				UEPPX	USAC2	\$7.62		\$1.72		\$1.72									
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Charge				UEPPX	USACC	\$7.62		\$1.72		\$1.72									
ADDITIONAL NRCS																				
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity				UEPPX	USAS2	\$0.0		\$0.0		\$0.0									
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						\$7.09		\$7.09		\$7.09									
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						\$13.01													
	2-Wire VG Coin Port/Loop Combo - Zone 2						\$17.15													
	2-Wire VG Coin Port/Loop Combo - Zone 3						\$30.45													
UNE Loop Rates																				

UNBUNDLED NETWORK ELEMENTS
Florida

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES										
							Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-Add1	Incremental Charge - Manual Order vs. Electronic-Disc 1st	Incremental Charge - Manual Order vs. Electronic-Disc Add1			
							Rec	First	Add1	First	Add1										
		Telephone Number/Group Establishment Charges for DID Service																			
		DID Trunk Termination (1 per Port)					UEPPX	NDT	\$0.00												
		Establish Trk Grp and Provide 1st 20 DID Nos. (FL, GA, NC & SC)					UEPPX	NDZ	\$0.00	\$0.00											
		DID Numbers - groups of 20 - Valid all States					UEPPX	ND4	\$0.00	\$0.00											
		Non-Consecutive DID Numbers - per number					UEPPX	ND5	\$0.00	\$0.00											
		Reserve Non-Consecutive DID Numbers					UEPPX	ND6	\$0.00	\$0.00											
		Reserve DID Numbers					UEPPX	NDV	\$0.00	\$0.00											
		Local Number Portability																			
		Local Number Portability - 1 per port					UEPPX	LNPQP	\$3.15	\$0.00											
		FEATURES - Vertical and Optional																			
		Local Switching Features Offered with Line Side Ports Only																			
		All Features Available					UEPPX	UEPVF	\$2.17	\$0.00											\$1.65
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																			
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																			
		These scenarios include:																			
		1. Unbundled portloop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.																			
		2. Unbundled portloop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																			
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami), GA (Atlanta), LA (New Orleans), NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill), TN (Nashville)																			
		BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference																			
		The Market Rate for unbundled ports includes all available features in all states.																			
		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 which have a flat rate usage charge (USOC - UREQU).																			
		For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																			
		UNE Port/Loop Combination Rates																			
		2-Wire VG Loop/Port Combo - Zone 1																			
		2-Wire VG Loop/Port Combo - Zone 2																			
		2-Wire VG Loop/Port Combo - Zone 3																			
		UNE Loop Rates																			
		2-Wire Voice Grade Loop (SL1) - Zone 1																			
		2-Wire Voice Grade Loop (SL1) - Zone 2																			
		2-Wire Voice Grade Loop (SL1) - Zone 3																			

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES					
							Rec	Firm	Addl	Discontinued	Nonrecuring	Discontinued	SOMEC	SOMAN	SOMAN	SOMAN
		Network Interface Device (NID) - 1-6 lines			UEA	UEA	\$11.89	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Network Interface Device Cross Connect - 2 W			UEA	UEA	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Network Interface Device Cross Connect - 4W			UEA	UEA	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		UNBUNDLED LOOP CONCENTRATION														
		Unbundled Loop Concentration - System A (TR008)			ULC	ULC8A	\$441.42	\$650.81	\$650.81	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	ULC8B	\$52.97	\$271.17	\$271.17	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	ULC3A	\$478.93	\$650.81	\$650.81	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR303)			ULC	ULC3B	\$89.26	\$271.17	\$271.17	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - DSL Loop Interface Card			ULC	ULC10	\$5.04	\$126.57	\$92.14	\$33.57	\$9.4	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULC11	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - LDC Loop Interface (Brite Card)			UDC	ULC12	\$8.0	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (F-O/S Card)			UEA	ULC2	\$2.0	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPO/S Card)			UEA	ULCGR	\$11.89	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULC4	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	ULC7C	\$34.67	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULC7	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULC5	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULC6	\$10.51	\$21.07	\$20.96	\$10.78	\$10.71	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
		UNBUNDLED SUB-LOOP CONCENTRATION (OUT SIDE CO)														
		UNE OTHER - PROVISIONING ONLY - NO RATE														
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX										
		UNTW Circuit Id Establishment - Provisioning Only - No Rate			UENTW	UNDBX										
		Unbundled Contract Name - Provisioning Only - No Rate			UENTW	UNDBX										
		Unbundled Contact Name - Provisioning Only - no rate			UEAUD	UNDBX										
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEAUD	UNDBX										
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEAUD	UNDBX										
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	\$0.0	\$0.0	\$0.0							
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	\$0.0	\$0.0	\$0.0							
		HIGH CAPACITY UNBUNDLED LOCAL LOOP														
		NOTE: 4 month minimum billing period														
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	\$8.90	\$69.50	\$426.40	\$122.31	\$119.14	\$37.55	\$37.55	\$18.03	\$18.03	\$18.03
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3FX	\$390.34	\$659.50	\$426.40	\$122.31	\$119.14	\$37.55	\$37.55	\$18.03	\$18.03	\$18.03

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES										
							Rate	First	Advt	Discontinued	First	Advt	SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		ODUF - Message Processing, per message																			
		ODUF - Message Processing, per Magnetic Tape provisioned																			
		ODUF - Data Transmission (CONNECT/DIRECT), per message																			
		ENHANCED EXTENDED LINK (EEL 9)																			
		NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA.																			
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As is Charge.																			
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As is Charge applies to currently combined facilities converted to UNES.(Non-recurring rates do not apply.)																			
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As is Charge.)																			
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$16.84	\$104.17	\$78.1	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$18.81	\$104.17	\$78.10	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$20.31	\$104.17	\$78.10	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month																			
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month																			
		DS1 Channelization System Per Month																			
		Voice Grade COCI - DS1 to DS0 Interface - Per Month																			
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$16.84	\$104.17	\$78.10	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$18.81	\$104.17	\$78.10	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$20.31	\$104.17	\$78.10	\$36.43	\$36.43	\$18.94	\$18.94	\$18.94	\$18.94						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month																			
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month																			
		Nonrecurring Currently Combined Network Elements Switch As-is Charge																			
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$24.38	\$247.63	\$206.79	\$44.42	\$59.41	\$18.94	\$18.94	\$18.94	\$18.94						
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$27.92	\$247.63	\$206.79	\$44.42	\$59.41	\$18.94	\$18.94	\$18.94	\$18.94						
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$43.49	\$247.63	\$206.79	\$44.42	\$59.41	\$18.94	\$18.94	\$18.94	\$18.94						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month																			
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month																			
		Channelization - Channel System DS1 to DS0 combination Per Month																			
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month																			
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$24.38	\$247.63	\$206.79	\$44.42	\$59.41	\$18.94	\$18.94	\$18.94	\$18.94						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$27.9	\$247.63	\$206.79	\$44.42	\$59.41	\$18.94	\$18.94	\$18.94	\$18.94						

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BGS	USOC	RATES				OSS RATES									
							Rec	First	Addl	Disconn	Svc Order Submitted Etc per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Addtl	Incremental Manual Svc Order vs. Electronic-1st	Incremental Manual Svc Order vs. Electronic-Disconn-Addtl				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3																		
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month																		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge																		
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1																		
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2																		
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3																		
		Interface Transport - Dedicated - DS1 combination - Per Mile Per Month																		
		Channelization - Channel System DS1 to DS0 combination Per Month																		
		Additional 4-Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 1																		
		Additional 4-Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 2																		
		Additional 4-Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 3																		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2-4-64Kbs)																		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge																		
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1																		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2																		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3																		
		Interface Transport - Dedicated - DS1 combination - Per Mile Per Month																		
		Channelization - Channel System DS1 to DS0 combination Per Month																		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2-4-64Kbs)																		
		Additional 4-Wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 1																		
		Additional 4-Wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 2																		
		Additional 4-Wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 3																		
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2-4-64Kbs)																		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge																		

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	RATES				OSS RATES									
							Rec	Firt	ADRT	Discom	SOME	SOMN	SOMN	SOMN	SOMN	SOMN				
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month					Rec	Firt	ADRT	Discom										
		Interface Transport - Dedicated - STS1 combination - Per Mile per month					\$421.59	\$659.50	\$426.40	\$122.31	\$119.14									
		Interface Transport - Dedicated - STS1 combination - Facility Termination per month					\$783.63	\$182.68	\$115.53	\$0.00	\$14.32									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change						\$12.97	\$11.27	\$12.61	\$12.61									
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1					\$21.89	\$233.38	\$180.38											
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2					\$25.27	\$233.38	\$180.38											
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3					\$40.17	\$233.38	\$180.38											
		Interface Transport - Dedicated - DS1 combination - Per Mile					\$0.4523													
		Interface Transport - Dedicated - DS1 combination - Facility Termination per month					\$80.89	\$170.66	\$82.42	\$35.38	\$13.56									
		Channelization - Channel System DS1 to DS0 combination - per month					UNC1X MQ1	\$23.97	\$59.09	\$43.65	\$5.22									
		2-wire ISDN COCL (BRITE) - DS1 to DS0 Channel System combination - per month					UNCNX UCTCA	\$3.37	\$12.02	\$8.66										
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1					UNCNX U1L2X	\$21.89	\$233.38	\$180.38										
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2					\$25.27	\$233.38	\$180.38											
		Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3					\$40.17	\$233.38	\$180.38											
		2-wire ISDN COCL (BRITE) - DS1 to DS0 Channel System combination - per month					UNCNX UCL1CA	\$3.37	\$12.02	\$8.66										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change						\$12.97	\$11.27	\$12.61	\$12.61									
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1					\$55.53	\$467.17	\$197.76	\$86.87	\$32.58									
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2					\$64.13	\$467.17	\$197.76	\$86.87	\$32.58									
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3					\$101.93	\$467.17	\$197.76	\$86.87	\$32.58									
		Interface Transport - Dedicated - STS1 combination - Per Mile Per Month					UNCNX U15XX	\$2.72	\$182.68	\$115.53	\$0.00	\$14.32								
		Interface Transport - Dedicated - STS1 combination - Facility Termination					\$783.63	\$182.68	\$115.53	\$0.00	\$14.32									
		STS1 to DS1 Channel System combination per month					UNCNX MQ3	\$182.04	\$95.04	\$65.94	\$0.00	\$7.21								
		DS3 Interface Unit (DS1 COCL) combination per month					UNC1X UCL101	\$11.02	\$12.02	\$8.66										
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1					\$55.53	\$467.17	\$197.76	\$86.87	\$32.58									
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2					\$64.13	\$467.17	\$197.76	\$86.87	\$32.58									
		Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3					\$101.93	\$467.17	\$197.76	\$86.87	\$32.58									
		DS3 Interface Unit (DS1 COCL) combination per month					UNC1X UCL101	\$11.02	\$12.02	\$8.66										
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change					UNCNX UNCCO	\$12.97	\$11.27	\$12.61	\$12.61									
		4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)																		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1					UNCNDX UDL56	\$25.75	\$395.44	\$234.19	\$18.94	\$18.94								
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2					\$29.74	\$395.44	\$234.19	\$18.94	\$18.94									
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3					\$47.27	\$395.44	\$234.19	\$18.94	\$18.94									
		Interface Transport - Dedicated - 4-wire 56 Kbps combination - Per Mile					UNCNDX U15XX	\$0.0222												
		Interface Transport - Dedicated - 4-wire 56 Kbps combination - Facility Termination					UNCNDX U1T05	\$147.07	\$111.75	\$12.61	\$12.61									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change					UNCNDX UNCCO	\$12.97	\$11.27	\$12.61	\$12.61									
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)																		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1					UNCNDX UDL64	\$25.75	\$395.44	\$234.19	\$18.94	\$18.94								
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2					\$29.74	\$395.44	\$234.19	\$18.94	\$18.94									
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3					\$47.27	\$395.44	\$234.19	\$18.94	\$18.94									
		Interface Transport - Dedicated - 4-wire 64 kbps combination - Per Mile					UNCNDX U15XX	\$0.0222												
		Interface Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination					UNCNDX U1T05	\$147.07	\$111.75	\$12.61	\$12.61									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change					UNCNDX UNCCO	\$12.97	\$11.27	\$12.61	\$12.61									

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES									
							Res	Firm	Addl	Disconn	SOIEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
		Interface Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	UTD06	\$16.45	\$147.07	\$111.75											
		Nonrecurring Currently Combined Network Elements Switch As-is Charge			UNCDX	UNCCC		\$12.97	\$11.27	\$11.27	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
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 Georgia, the non-recurring charges apply and the Switch As is Charge does not.																				
		Node (Synchroak)																		
		Node per month			UNCDX	UNCNT	\$13.98													
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																				
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		36/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		D/S1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		D/S3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		ST/S1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		\$12.97	\$11.27	\$12.61	\$12.61	\$12.61	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months																				
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCVX	ULD/2	\$13.91	\$272.07	\$60.43				\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULD/4	\$14.99	\$272.07	\$60.43				\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94	\$18.94
		Local Channel - Dedicated - DS1 Per Month			UNCVX	ULD/1	\$36.36	\$164.99	\$13.76											
OPERATIONAL SUPPORT SYSTEMS																				
NOTE: (1) Electronic Service Order - CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissioners																				
NOTE: (1) Continued - The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge																				
NOTE: (1) Concluded - CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																				
NOTE: (2) Manual Service Order change - disconnect, in the state of Florida, to be billed on a per LSR basis																				
		Electronic OSS Change, per LSR, submitted via BST's OSS Interactive Interfaces (Regional)						\$3.90												
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																				
Exchange Ports																				
NOTE: Although the Port Rate includes all available features in GA & 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	\$1.85	\$17.16	\$17.16				\$18.94	\$8.42						
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$1.85	\$17.16	\$17.16				\$18.94	\$8.42						

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES																																								
							Res	First	Addl	Discontinued	SOIEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN																																			
UNBUNDLED LOCAL SWITCHING - PORT USAGE																																																			
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 Bonus Fide Request/New Business Request Process.																																																			
UNBUNDLED LOCAL SWITCHING (Port Usage)																																																			
		End Office Switching Function, Per MOU																																																	
		End Office Trunk Port - Shared, Per MOU																																																	
Tandem Switching (Port Usage) (Local or Access Tandem)																																																			
		Tandem Switching Function Per MOU																																																	
		Tandem Trunk Port - Shared, Per MOU																																																	
Common Transport																																																			
		Common Transport - Per Mile, Per MOU																																																	
		Common Transport - Facilities Termination Per MOU																																																	
UNBUNDLED PORT/LOOP COMBINATIONS																																																			
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.																																																			
For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, 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		1																																															
		2-Wire VG Loop/Port Combo - Zone 2		2																																															
		2-Wire VG Loop/Port Combo - Zone 3		3																																															
UNE Loop Rates																																																			
		2-Wire Voice Grade Loop (SL-1) - Zone 1		1	UEPRX	UEPRX																																													
		2-Wire Voice Grade Loop (SL-1) - Zone 2		2	UEPRX	UEPRX																																													
		2-Wire Voice Grade Loop (SL-1) - Zone 3		3	UEPRX	UEPRX																																													
2-Wire Voice Grade Line Port Rates (Res)																																																			
		2-Wire voice unbundled port - residence			UEPRX	UEPRX																																													
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC																																													
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO																																													
		2-Wire voice unbundled res. bw usage line port with Caller ID (LUM)			UEPRX	UEPAP																																													
FEATURES																																																			
		All Features Offered			UEPRX	UEPVF																																													
LOCAL NUMBER PORTABILITY																																																			
		Local Number Portability (1 per port)			UEPRX	LNPCX																																													
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																																																			

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecuring	Discontinuing	Nonrecuring	Discontinuing	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							Rec	Fri1	Add1	Fri1	Add1	Svc Order Submitted Etc per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Manual Svc Order vs. Electronic-1st	Incremental Manual Svc Order vs. Electronic-Add1
		LOCAL NUMBER PORTABILITY					Rec										
		Local Number Portability (1 per port)					\$3.5										
		FEATURES															
		All Features Offered					UEPRG UEPVF \$0.00	\$0.0	\$0.0								
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is					UEPRG USAC2	\$2.01	\$0.3108								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change					UEPRG USACC	\$2.01	\$0.3108								
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity					UEPRG USAS2 \$0.0	\$0.0	\$0.0								
		PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						\$14.64	\$14.64								
		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															
		2-Wire VG Loop/Port Combo - Zone 2															
		2-Wire VG Loop/Port Combo - Zone 3															
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1															
		2-Wire Voice Grade Loop (SL 1) - Zone 2															
		2-Wire Voice Grade Loop (SL 1) - Zone 3															
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus					UEPPX UEPPC \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		Line Side Unbundled Outward PBX Trunk Port - Bus					UEPPX UEPPD \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		Line Side Unbundled Incoming PBX Trunk Port - Bus					UEPPX UEPP1 \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled PBX LD Terminal Ports					UEPPX UEPLD \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port					UEPPX UEPPA \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled PBX Toll Terminal/Hotel Ports					UEPPX UEPPB \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port					UEPPX UEPPC \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					UEPPX UEPPD \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port					UEPPX UEPPE \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy/Administrative Calling Port					UEPPX UEPPX \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					UEPPX UEPPM \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					UEPPX UEPPXO \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					UEPPX UEPPXS \$1.79	\$22.14	\$15.25	\$8.45	\$3.91						
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)					UEPPX LNPPCP \$3.15										
		FEATURES															

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	Rate	First	RATES		First	Addtl	SOMEG	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
									Nonrecurring	Discontinued								
	All Features Offered				UEPPX	UEPVF	\$0.00	\$0.0	\$0.0									
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPPX	USAC2		\$2.01	\$0.3108									
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPPX	USACC		\$2.01	\$0.3108									
ADDITIONAL NRCS																		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPPX	USAS2	\$0.0	\$0.0	\$0.0									
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							\$14.64	\$14.64									
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						\$12.69											
	2-Wire VG Coin Port/Loop Combo - Zone 2						\$14.36											
	2-Wire VG Coin Port/Loop Combo - Zone 3						\$21.72											
UNE Loop Rates																		
	2-Wire Voice Grade Loop (SL1) - Zone 1				UEPCO	UEPLX	\$10.80											
	2-Wire Voice Grade Loop (SL1) - Zone 2				UEPCO	UEPLX	\$12.47											
	2-Wire Voice Grade Loop (SL1) - Zone 3				UEPCO	UEPLX	\$19.83											
2-Wire Voice Grade Line Ports (COIN)																		
	2-Wire Coin 2-Way with Operator Screening (GA)				UEPCO	UEPGC	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, +1DDD (GA)				UEPCO	UEPGG	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)				UEPCO	UEPGA	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)				UEPCO	UEPGB	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, +1DDD, 011+, and Local (GA)				UEPCO	UEPGH	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)				UEPCO	UEPRJ	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, +1DDD, 011+, and Local (FL, GA)				UEPCO	UEPCO	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire 2-Way Smartline with 900/976 (all states except LA)				UEPCO	UEPCK	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)				UEPCO	UEPOR	\$1.89	\$22.14	\$15.25	\$8.45	\$3.91	\$33.67	\$7.88					
ADDITIONAL UNE COIN PORT/LOOP (RC)																		
	UNE Coin Port/Loop Combo Usage (Flat Rate)				UEPCO	URECU	\$3.59	\$0.00	\$0.00									
LOCAL NUMBER PORTABILITY																		
	Local Number Portability (1 per port)				UEPCO	LNPCX	\$0.35											
NONRECURRING CHARGES - CURRENTLY COMBINED																		

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES												
							Rec	Fri1	Add1	Disconn	SOIEC	SOIIM	SOIIM	SOIIM	SOIIM	SOIIM							
NONRECURRING CHARGES - CURRENTLY COMBINED	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion-Switch-as-is						UEPPP	USACP	\$0.00	\$269.96	\$269.96												
ADDITIONAL NRCS	4-Wire DS1 Loop/4-Wire ISDN Digt Trk Port - Subseqt Inward Tel Nos within Std Allowance- States Exclp NC/ 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All Above Std Allowance						UEPPP	PR7TF	\$0.00	\$0.9686													
							UEPPP	PR7TO	\$22.75	\$22.75													
							UEPPP	PR7ZT	\$45.49	\$45.49													
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)						UEPPP	LNPCN	\$1.75														
INTERFACE (Provisioning Only)	Voice/Data						UEPPP	PR71V	\$0.00	\$0.00	\$0.00												
							UEPPP	PR71D	\$0.00	\$0.00	\$0.00												
	Digital Data						UEPPP	PR71E	\$0.00	\$0.00	\$0.00												
	Inward Data																						
New or Additional "B" Channel	New or Additional - Voice/Data B Channel						UEPPP	PR7BV	\$0.00	\$28.71	\$28.71												
							UEPPP	PR7BF	\$0.00	\$28.71	\$28.71												
							UEPPP	PR7BD	\$0.00	\$28.71	\$28.71												
							UEPPP	PR7BS	\$0.00	\$28.71	\$28.71												
New or Additional Usage Sensitive Voice Data B Channel	New or Additional Usage Sensitive Digital Data B Channel						UEPPP	PR7BU	\$0.00	\$28.71	\$28.71												
CALL TYPES	Inward						UEPPP	PR7C1	\$0.00	\$0.0	\$0.00												
							UEPPP	PR7C0	\$0.00	\$0.00	\$0.00												
							UEPPP	PR7C2	\$0.00	\$0.00	\$0.00												
Interoffice Channel Mileage	Fixed Each Including First Mile						UEPPP	1UN1A	\$78.9223	\$47.07	\$111.75	\$0.00											
							UEPPP	1UN1B	\$0.4523														
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDT'S TRUNK PORT																							
UNE Port/Loop Combination Rates	4W DS1 Digital Loop/4W DDT'S Trunk Port - UNE Zone 1						UEPDC		\$176.33														
							UEPDC		\$184.93														
							UEPDC		\$222.73														
UNE Loop Rates	4-Wire DS1 Digital Loop - UNE Zone 1						UEPDC	USLDC	\$65.53	\$448.92	\$276.00												
							UEPDC	USLDC	\$64.13	\$448.92	\$276.60												
							UEPDC	USLDC	\$101.93	\$448.92	\$276.60												
UNE Port Rate	4-Wire DDT'S Digital Trunk Port						UEPDC	UDDT1	\$120.80	\$89.44	\$52.46												
NONRECURRING CHARGES - CURRENTLY COMBINED																							

UNBUNDLED NETWORK ELEMENTS
Georgia

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES							
							Nonrecurring	Discontinued	SOIEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
							Rec	Fri1	Add1	Fri1	Add1	SOIEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Clear Channel Capability Format - Superframe - Subsequent Activity Only																
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only																
		Alternate Mark Inversion (AMI)																
		Superframe Format																
		Extended Superframe Format																
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
		Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business																
		Line Side Outward Channelized PBX Trunk Port - Business																
		Line Side Inward Only Channelized PBX Trunk Port without DID																
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port																
		Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank																
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank																
		Telephone Number/Group Establishment Charges for DID Service																
		DID Trunk Termination (1 per Port)																
		Establish Trunk and Provide 1st 20 DID Nos. (FL, GA, NC & SC)																
		DID Numbers - groups of 20 - Valid All States																
		Non-Consecutive DID Numbers - per number																
		Reserve Non-Consecutive DID Numbers																
		Reserve DID Numbers																
		Local Number Portability																
		Local Number Portability - 1 per port																
		FEATURES - Vertical and Optional																
		Local Switching Features Offered with Line Side Ports Only																
		All Features Available																
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
		These scenarios include:																
		1. Unbundled portloop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.																
		2. Unbundled portloop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	Firm	Addl	Disconnct	Nonrecurring	Nonrecurring	SOME	SOMI	SOMI	SOMI	SOMI	SOMI		
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTIS Transitions			OHD	NBFTX		\$30.59	\$3.22											
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number Requested Per 8XX No.			OHD	NBFCX		\$6.97	\$3.49											
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	NBFAX		\$8.16	\$4.67											
		8XX Access Ten Digit Screening, w/8XX No. Delivery, per query			OHD	NBFDX		\$11.24	\$1.19											
		8XX Access Ten Digit Screening w/8XX No. Delivery for 8XX Numbers, with Optional Complex Features, per query			OHD			\$0.0010												
		8XX Access Ten Digit Screening, w/POTIS No. Delivery, per query			OHD			\$0.0011												
		8XX Access Ten Digit Screening w/POTIS No. Delivery, with Optional Complex Features, per query			OHD			\$0.0010												
		8XX Access Ten Digit Screening w/POTIS No. Delivery, with Optional Complex Features, per query			OHD			\$0.0011												
		LINE INFORMATION DATA BASE ACCESS (LIDB)																		
		LIDB Common Transport Per Query			OQT			\$0.00006												
		LIDB Validation Per Query			OQU			\$0.00938												
		LIDB Originating Point Code Establishment or Change			OQU	NRPBX		\$107.60												
		SIGNALING (CCS7)																		
		CCS7 Signaling Termination, Per STP Port			IDB	PT8SX		\$174.08												
		CCS7 Signaling Usage, Per TCAP Message			IDB			\$0.000702942												
		NOTE: Applicable when measurement and billing capability exists																		
		CCS7 Signaling Connection, Per link (A link)			IDB	TRP++		\$16.31	\$354.95	\$354.95	\$174.08	\$174.08								
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			IDB	TRP++		\$16.31	\$354.95	\$354.95	\$174.08	\$174.08								
		CCS7 Signaling Usage, Per STUP Message			IDB			\$0.000037893												
		NOTE: Applicable when measurement and billing capability exists																		
		CCS7 Signaling Usage Surrogate, per link per LATA			IDB	STU96		\$329.98												
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			IDB	CCAFD		\$40.00	\$40.00											
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Slip Affected			IDB	CCAFD		\$8.0	\$8.0											
		E911 SERVICE																		
		CALLING NAME (GNAM) SERVICE																		
		CNAM for DB Owners, Per Query			OQV			\$0.016												
		CNAM for Non DB Owners, Per Query			OQV			\$0.01												
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CPDCH		\$595.00	\$595.000											
		LNP QUERY SERVICE																		
		OPERATOR SERVICES AND DIRECTORY ASSISTANCE																		
		OPERATOR CALL PROCESSING																		
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB						\$1.2												
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB						\$1.24												
		Oper. Call Processing - Fully Automated, Per Call - Using BST LIDB						\$0.20												
		Oper. Call Processing - Fully Automated, Per Call - Using Foreign LIDB						\$0.20												
		INWARD OPERATOR SERVICES																		

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES																		
							Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
							Rec	First	Addl	First	Addl																		
AIN - BELL SOUTH AIN TOOLKIT SERVICE																													
ODUF/EDUUF/ADUUF/CMD5																													
ACCESS DAILY USAGE FILE (ADUF)																													
		ADUF: Message Processing, per message					\$0.004																						
		ADUF: Data Transmission (CONNECT/DIRECT), per message					\$0.001																						
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																													
		EODUF: Message Processing, per message					\$0.004																						
OPTIONAL DAILY USAGE FILE (ODUF)																													
		ODUF: Recording, per message					\$0.0009811																						
		ODUF: Message Processing, per message					\$0.00032357																						
		ODUF: Message Processing, per Magnetic Tape provisioned					\$55.68																						
		ODUF: Data Transmission (CONNECT/DIRECT), per message					\$0.0000365																						
ENHANCED EXTENDED LINK (EEL\$)																													
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																													
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC; Use all rates below except Switch As Is Charge.																													
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNES. (Non-recurring rates do not apply.)																													
NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order (No Switch As Is Charge.)																													
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																													
		First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$17.27																						
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$32.32																						
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$55.78																						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNCVX	UEAL2	\$0.2407																						
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNCVX	U1TF1	\$97.38																						
		DS1 Channelization System Per Month			UNCVX	MQ1	\$139.65																						
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	MD1	\$0.7676																						
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$17.27																						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$32.32																						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$55.78																						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7676																						
		Nonrecurring Currently Combined Network Elements Switch As-Is Charge			UNCVX	UNCCC																							
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																													
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$20.92																						

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	Rec	RATES				OSS RATES									
								Nonrecurring	Disconnect	Nonrecurring	Disconnect	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Addtl	Incremental Manual Svc Order vs. Electronic-Disc 1st	Incremental Manual Svc Order vs. Electronic-Disc Addtl				
		First 4-Wire Analog Voice Grade Loop in a DS1 Inetoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$39.14														
		First 4-Wire Analog Voice Grade Loop in a DS1 Inetoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$67.57														
		Inetoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	\$0.2407														
		Inetoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNCVX	UTTF1	\$97.38														
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCVX	MQ1	\$139.65														
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	\$0.7676														
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Inetoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$20.92														
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Inetoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$39.14														
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Inetoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$67.57														
		Nonrecurring Currently Combined Network Elements Switch -Asis Change			UNCVX	UNCCC	\$11.19	\$11.19	\$13.91	\$13.91											
		4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$35.92														
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.32														
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$37.90														
		Inetoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	\$0.2407														
		Inetoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNCVX	UTTF1	\$97.38														
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCVX	MQ1	\$139.65														
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2,454kbs)			UNCVX	1D1DD	\$1.63														
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$35.92														
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$40.32														
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$37.90														
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2,464kbs)			UNCDX	1D1DD	\$1.63														
		Nonrecurring Currently Combined Network Elements Switch -Asis Change			UNCVX	UNCCC	\$11.19	\$11.19	\$13.91	\$13.91											
		4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$35.92														
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.32														
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Inetoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$37.9														
		Inetoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	1L5XX	\$0.2407														
		Inetoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCVX	UTTF1	\$97.38														
		Channelization - Channel System DS1 to DS0 combination - Per Month			UNCVX	MQ1	\$139.65														
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2,464kbs)			UNCDX	1D1DD	\$1.63														
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$35.92														
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$40.32														
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Inetoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$37.9														

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	Rec	Frat	RATES		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
									Adrt	Frat										Adrt
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2-4 64KbS)					\$1.63													
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change																		
		4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1		UNC1X	USLXX	\$50.26												
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2		UNC1X	USLXX	\$94.06												
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3		UNC1X	USLXX	\$162.34												
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month				UNC1X	USLXX	\$0.2407												
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month				UNC1X	UTTF1	\$97.38												
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change				UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91								
		4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1		UNC1X	USLXX	\$50.26												
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2		UNC1X	USLXX	\$94.06												
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3		UNC1X	USLXX	\$162.34												
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month				UNC3X	USLXX	\$5.1												
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month				UNC3X	UTTF3	\$1,191.53												
		DS3 to DS1 Channel System combination per month				UNC3X	MO3	\$194.82												
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1		UNC1X	UC101	\$14.53												
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2		UNC1X	USLXX	\$94.06												
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3		UNC1X	USLXX	\$162.34												
		DS3 Interface Unit (DS1 COCI) combination per month				UNC1X	UC101	\$14.53												
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change				UNC3X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91								
		2 WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1		UNC1X	UEAL2	\$17.27												
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2		UNC1X	UEAL2	\$32.32												
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3		UNC1X	UEAL2	\$55.78												
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month				UNC1X	USLXX	\$0.0118												
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month				UNC1X	UTTV2	\$29.51												
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change				UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91								
		4 WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1		UNC1X	UEAL4	\$20.92												
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2		UNC1X	UEAL4	\$39.14												
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3		UNC1X	UEAL4	\$67.57												
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month				UNC1X	USLXX	\$0.0118												
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month				UNC1X	UTTV4	\$29.51												
		Nonrecurring Currently Combined Network Elements Switch -As-Is Change				UNC1X	UNCCC		\$11.19	\$11.19	\$13.91	\$13.91								
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month				UNC3X	USLND	\$11.53												
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month				UNC3X	UE3PX	\$379.72												
		Interoffice Transport - Dedicated - DS3 - Per Mile per month				UNC3X	USLXX	\$5.1												

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOHEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							Rec	Frt	Adrt	Frt	Adrt	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-Addl	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Addl
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					\$2.61	\$36.47	\$36.47			\$19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					\$2.61	\$36.47	\$36.47			\$19.99					
		Subsequent Activity					\$0.0	\$0.0	\$0.0								
		FEAT URES					\$3.39	\$0.0	\$0.0			\$19.99					
		EXCHANGE PORT RATES (COIN)					\$3.04	\$40.71	\$40.71			\$19.99					
		Exchange Ports - Coin Port															
		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					\$275.48	\$181.27	\$116.42			\$19.99					
		UNBUNDLED LOCAL SWITCHING, PORT USAGE															
		End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					\$0.002562										
		Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU					\$0.0071096										
		Common Transport															
		Common Transport - Per Mile, Per MOU					\$0.0000049										
		Common Transport - Facilities Termination Per MOU					\$0.000426										
		UNBUNDLED PORT/LOOP COMBINATIONS															
		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.															
		For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combs and the first and additional Port nonrecurring charges apply to Not Currently Combined Combs. For Currently Combined Combs in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
		2-WIRE VOICE GR-48 LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1					\$16.15										
		2-Wire VG Loop/Port Combo - Zone 2					\$22.34										

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES							
							Rec	First	Addl	Disconnct	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.61											
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$2.61											
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$2.61											
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$2.61											
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	\$2.61											
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	\$2.61											
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPXC	\$2.61											
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	\$2.61											
		2-Wire Voice Unbundled PBX LD Terminal Switchboard LDD Gagable Port			UEPPX	UEPXE	\$2.61											
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPYF	\$2.61											
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPYG	\$2.61											
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPYH	\$2.61											
		2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPYJ	\$2.61											
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPYL	\$2.61											
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPYM	\$2.61											
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPYO	\$2.61											
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	\$2.61											
		LOCAL NUMBER PORTABILITY Local Number Portability (1 per port)			UEPPX	LNPGP	\$3.15											
		FEATURES All Features Offered			UEPPX	UEPVF	\$3.39	\$0.00	\$0.00									
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$10.00	\$10.00									
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		\$10.00	\$10.00									
		ADDITIONAL NRCS																
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.00	\$0.00	\$0.00									
		PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group					\$14.64	\$14.64										
		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					\$16.15											
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$22.64											
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$31.09											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$13.54											
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$19.73											
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$28.27											
		2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	\$2.91											

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES						OSS RATES							
							Rec	Fri	Adri	Fri	Adri	SOHEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
CALL TYPES	Inward				UEPPP	PR7C1	\$0.00	\$0.00	\$0.00											
	Outward				UEPPP	PR7C0	\$0.00	\$0.00	\$0.00											
	Two-Way				UEPPP	PR7C0	\$0.00	\$0.00	\$0.00											
	Interoffice Channel Mileage				UEPPP	TUN1A	\$55.50	\$298.18	\$231.23	\$0.00										
	Fixed Each Including First Mile				UEPPP	TUN1B	\$0.4500													
	Each Airline-Fractional Additional Mile																			
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																				
UNE Port/Loop Combination Rates																				
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1				UEPDC		\$189.32													
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2				UEPDC		\$218.43													
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3				UEPDC		\$269.54													
UNE Loop Rates																				
	4-Wire DS1 Digital Loop - UNE Zone 1				UEPDC	USLDC	\$106.04	\$505.10	\$315.18	\$89.11	\$23.33									
	4-Wire DS1 Digital Loop - UNE Zone 2				UEPDC	USLDC	\$135.15	\$505.10	\$315.18	\$89.11	\$23.33									
	4-Wire DS1 Digital Loop - UNE Zone 3				UEPDC	USLDC	\$186.15	\$505.10	\$315.18	\$89.11	\$23.33									
UNE Port Rate																				
	4-Wire DDITS Digital Trunk Port				UEPDC	UDD1T	\$83.28	\$404.18	\$191.44	\$144.77	\$4.90									
NONRECURRING CHARGES - CURRENTLY COMBINED																				
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is				UEPDC	USAC4	\$261.15	\$194.08												
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes				UEPDC	USAWA	\$261.15	\$134.08												
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk				UEPDC	USAWB	\$261.15	\$134.08												
ADDITIONAL NRCS																				
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel				UEPDC	UDTTA	\$28.96	\$28.96												
	Activation/Chan - 2-Wire Trunk				UEPDC	UDTTB	\$28.96	\$28.96												
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel/Activation/Chan - 1-Wire Outward Trunk				UEPDC	UDTTB	\$28.96	\$28.96												
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan				UEPDC	UDTTC	\$28.96	\$28.96												
	Inward Trunk w/out DID				UEPDC	UDTTC	\$28.96	\$28.96												
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation Per Chan - Inward Trunk with DID				UEPDC	UDTTD	\$28.96	\$28.96												
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subseqnt Chan Activation / Chan - 2-Wire DID w User Trans				UEPDC	UDTTE	\$28.96	\$28.96												
BIPOLAR 8 ZERO SUBSTITUTION																				
	B8ZS - Superframe Format				UEPDC	CCOSF	\$0.0	\$730.00												
	B8ZS - Extended Superframe Format				UEPDC	CCOEF	\$0.0	\$730.00												
Alternate Mark Inversion																				
	AMI - Superframe Format				UEPDC	MCOSF	\$0.00	\$0.00												

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES						OSS RATES					
							Nonrecurring			Nonrecurring			SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Rec	Frst	Addt	Frst	Addt	Disconnect	Svc Order Submitted Elic per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Addt	Incremental Manual Svc Order vs. Electronic-Disc 1st	Incremental Manual Svc Order vs. Electronic-Addt							
Telephone Number/Trunk Group Establishment Charges																		
		Telephone Number for 2-Way Trunk Group				UEPDC UDTGX	\$0.00											
		Telephone Number for 1-Way Outward Trunk Group				UEPDC UDTGY	\$0.00											
		Telephone Number for 1-Way Inward Trunk Group Without DID				UEPDC UDTGZ	\$0.00											
		DID Numbers for each Group of 20 DID Numbers				UEPDC ND4	\$0.00											
		DID Numbers, Non-consecutive DID Numbers, Per Number				UEPDC ND5	\$0.00											
		Reserve Non-Consecutive DID Nos.				UEPDC ND6	\$0.00	\$0.00	\$0.00									
		Reserve DID Numbers				UEPDC NDV	\$0.00	\$0.00	\$0.00									
Dedicated DS1 (Interoffice Channel Mileage) - FX/CO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																		
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)				UEPDC 1LNO1	\$55.05	\$298.18	\$231.23	\$0.00	\$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles				UEPDC 1LNOA	\$0.45	\$0.00	\$0.00									
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)				UEPDC 1LNO2	\$0.00	\$0.00	\$0.00									
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles				UEPDC 1LNOB	\$0.450	\$0.00	\$0.00									
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)				UEPDC 1LNO3	\$0.00	\$0.00	\$0.00									
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles				UEPDC 1LNOG	\$0.450	\$0.00	\$0.00									
		Local Number Portability, per DSO Activated				UEPDC 1LNPCP	\$3.15	\$0.00	\$0.00									
		Central Office Terminating Point				UEPDC CTG	\$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																		
UNE DS1 Loop																		
		4-Wire DS1 Loop - UNE Zone 1				UEPMG USLDC	\$106.04	\$0.00	\$0.00									
		4-Wire DS1 Loop - UNE Zone 2				UEPMG USLDC	\$135.15	\$0.00	\$0.00									
		4-Wire DS1 Loop - UNE Zone 3				UEPMG USLDC	\$186.15	\$0.00	\$0.00									
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																		
		24 DSO Channel Capacity - 1 per DS1				UEPMG VUMZ4	\$136.99	\$0.00	\$0.00									
		48 DSO Channel Capacity - 1 per 2 DS1s				UEPMG VUM48	\$273.98	\$0.00	\$0.00									
		96 DSO Channel Capacity - 1 per 4 DS1s				UEPMG VUM96	\$547.96	\$0.00	\$0.00									
		144 DSO Channel Capacity - 1 per 6 DS1s				UEPMG VUM144	\$821.94	\$0.00	\$0.00									

UNBUNDLED NETWORK ELEMENTS
Kentucky

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES						OSS RATES					
							Nonrecurring			Disconnect			SOMEC		SOMAN		SOMAN	
							Rec	First	Addl	First	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		192 DSO Channel Capacity - 1 per 8 DS1's			UEPMG VUM19		\$1,095.92	\$0.00	\$0.00									
		240 DSO Channel Capacity - 1 per 10 DS1's			UEPMG VUM20		\$1,369.90	\$0.00	\$0.00									
		288 DSO Channel Capacity - 1 per 12 DS1's			UEPMG VUM28		\$1,643.88	\$0.00	\$0.00									
		384 DSO Channel Capacity - 1 per 16 DS1's			UEPMG VUM38		\$2,191.84	\$0.00	\$0.00									
		480 DSO Channel Capacity - 1 per 20 DS1's			UEPMG VUM40		\$2,739.80	\$0.00	\$0.00									
		576 DSO Channel Capacity - 1 per 24 DS1's			UEPMG VUM67		\$3,287.76	\$0.00	\$0.00									
		672 DSO Channel Capacity - 1 per 28 DS1's			UEPMG VUM67		\$3,835.72	\$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 Addtl after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG USAC4		\$0.00	\$301.05	\$16.72									
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only																
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG VUMD4		\$0.00	\$716.36	\$468.20	\$149.30	\$17.71							
		Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG CCOSEF		\$0.00	\$0.00	\$730.00									
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG CCOEFC		\$0.00	\$0.00	\$730.00									
		Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG MCOSEF		\$0.00	\$0.00	\$0.00									
		Extended Superframe Format			UEPMG MCOEFC		\$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			UEPPX UEPCX		\$1.66	\$0.00	\$0.00	\$0.00	\$0.00							
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX UEPOX		\$1.66	\$0.00	\$0.00	\$0.00	\$0.00							
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX UEPIX		\$1.66	\$0.00	\$0.00	\$0.00	\$0.00							
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX UEPEM		\$10.97	\$0.00	\$0.00	\$0.00	\$0.00							
		Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX 1PQUM		\$0.77	\$25.40	\$13.41	\$4.17	\$4.15							
		Telephone Number/Group Establishment Changes for DID Service			UEPPX 1PQUW		\$0.77	\$78.15	\$19.68	\$59.05	\$11.54							
		DID Trunk Termination (1 per Port)			UEPPX NDT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
		DID Numbers - groups of 20 - Valid all States			UEPPX ND4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
		Non-Consecutive DID Numbers - per number			UEPPX NDS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
		Reserve Non-Consecutive DID Numbers			UEPPX ND6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	Fst1	Adt1	Fst2	Adt2	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
DIRECTORY ASSISTANCE SERVICES																				
DIRECTORY ASSISTANCE ACCESS SERVICE																				
		Directory Assistance Access Service Calls, Change Per Call					\$0.275													
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DAC)																		
		Directory Assistance Call Completion Access Service (DAC), Per Call Attempt					\$0.10													
UNBRANDING																				
DIRECTORY TRANSPORT																				
		Directory Transport - Local Channel DS1					\$43.83	\$339.69	\$298.29	\$33.02	\$23.32	\$42.34	\$42.34	\$19.48	\$19.48					
		Directory Transport - DS1 Level Interface Per Mile					\$0.78													
		Directory Transport - DS1 Level Interface Per Facility Termination					\$93.40	\$140.49	\$108.69	\$20.00	\$16.34	\$18.14	\$18.14	\$8.06	\$8.06					
		Switched Common Transport Per DA Access Service Per Call					\$0.0003274													
		Switched Common Transport Per DA Access Service Per Mile					\$0.0000175													
		Access Tandem Switching Per DA Access Service Per Call					\$0.0025257													
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection					\$195.54		\$4.23			\$130.05	\$4.23							
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																				
		Directory Assistance Data Base Service Charge Per Listing					\$0.04													
		Directory Assistance Data Base Service, per month					\$150.00													
BRANDING - DIRECTORY ASSISTANCE																				
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		\$3,000.00				\$3,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		\$690.00				\$690.00								
SELECTIVE ROUTING																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USROR		\$229.65				\$229.65								
VIRTUAL COLOCATION																				
		Virtual Collocation - 2-wire Cross Connects (loop)			uear,lu a,un,ud c,un,un, u,un,un	UEAC2	\$0.26	\$23.04	\$22.11	\$9.48	\$8.54	\$19.99	\$19.99	\$19.99	\$19.99					
		Virtual Collocation - 2-wire Cross Connects (port)			uea,uh,u cl,ud	UEAC4	\$0.52	\$23.23	\$22.24	\$9.53	\$8.55	\$19.99	\$19.99	\$19.99	\$19.99					
		Virtual Collocation - 4-wire Cross Connects (loop)				VEIR4	\$0.52	\$23.23	\$22.24	\$8.55	\$8.55	\$19.99	\$19.99	\$19.99	\$19.99					
		Virtual Collocation - 2-Fiber Cross Connects				CNC2F	\$19.13	\$41.07	\$29.63	\$12.84	\$10.29	\$19.99	\$19.99	\$19.99	\$19.99					
		Virtual Collocation - 4-Fiber Cross Connects				CNC4F	\$34.38	\$49.81	\$38.37	\$16.75	\$14.20	\$19.99	\$19.99	\$19.99	\$19.99					
		Virtual Collocatin - DS1 Cross Connects			USL,UL C	CNC1X	\$7.5	\$43.61	\$30.6	\$9.56	\$8.63									
AIN SELECTIVE CARRIER ROUTING																				
		Regional Service Establishment			SRC	SRCFC		\$391,788.00				\$19.99	\$19.99	\$19.99	\$19.99					
		End Office Establishment			SRC	SRCFO		\$320.53				\$19.99	\$19.99	\$19.99	\$19.99					
		Line/Port NRC, per end user			SRC	SRCCLP		\$2.06				\$19.99	\$19.99	\$19.99	\$19.99					
		Query NRC, per query			SRC		\$0.000448													
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																				
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$153.31				\$153.31	\$78.06	\$78.06	\$11.4					
		AIN SMS Access Service - Part Connection - Dis/Shared Access				CAMDP		\$50.07				\$50.07	\$18.61	\$18.61	\$11.4					
		AIN SMS Access Service - Part Connection - ISDN Access				CAMHP		\$50.07				\$50.07	\$18.61	\$18.61	\$11.4					

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES				OSS RATES						
							Nonrecuring	Disconect	SOME	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Manual Svc Order vs. Electronic-Disc 1st	Incremental Manual Svc Order vs. Electronic-Disc Add1			
							Rec	Fst1	Adrt1	Fst1	Adrt1	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - User/Identification Codes - Per User ID Code				CAMMU		\$104.95	\$104.95	\$46.95	\$46.95		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC	\$0.0029	\$125.33	\$125.33	\$24.40	\$24.4		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					\$0.10										
		AIN SMS Access Service - Session, Per Minute					\$1.97										
		AIN SMS Access Service - Company Performed Session, Per Minute															
		AIN - BELL SOUTH AIN TOOLKIT SERVICE															
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$153.25	\$153.25	\$78.05	\$78.05		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Training Session, Per Customer				BAPX		\$8.315	\$9.315,0000				\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		\$41.08	\$41.08	\$18.60	\$18.6		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		\$41.08	\$41.08	\$18.60	\$18.6		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$41.08	\$41.08	\$18.60	\$18.6		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POP				BAPTO		\$92.99	\$92.99	\$26.73	\$26.73		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		\$92.99	\$92.99	\$26.73	\$26.73		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Query Access Charge, Per Trigger, Per DN, Feature Code				BAPTF	\$0.03	\$92.99	\$92.99	\$26.73	\$26.73		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Query Change, Per Query					\$0.0065										
		AIN Toolkit Service - Type 1 Node Change, Per AIN Toolkit Subscription, Per Node, Per Query					\$1.79										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes															
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPNS	\$15.89	\$34.61	\$34.61	\$21.97	\$21.97		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	\$0.08	\$37.77	\$37.77	\$21.97	\$21.97		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	\$15.81	\$34.61	\$34.61	\$21.97	\$21.97		\$18.14	\$18.14	\$11.4	\$11.4	
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	\$0.0026	\$37.77	\$37.77				\$18.14	\$18.14	\$11.4	\$11.4	
		ODUF/EDUJF/ADUJF/GMS															
		ACCESS DAILY USAGE FILE (ADUJF)															
		ADUJF: Message Processing, per message					\$0.004										
		ADUJF: Data Transmission (CONNECT/DIRECT), per message					\$0.0000305										
		ENHANCED OPTIONAL DAILY USAGE FILE (EDUJF)															
		EDUJF: Message Processing, per message					\$0.004										
		OPTIONAL DAILY USAGE FILE (ODUJF)															
		ODUJF: Recording, per message					\$0.00019										
		ODUJF: Message Processing, per message					\$0.0024										
		ODUJF: Message Processing, per Magnetic Tape provisioned					\$47.30										
		ODUJF: Data Transmission (CONNECT/DIRECT), per message					\$0.00003										
		ENHANCED EXTENDED LINK (EELS)															
		NOTE: New EELS available in State of Georgia, densely zone 1 of following SMSs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA.															

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES				OSS RATES				
							Rec	Fst	Adrt	Discont	SOME	SOMN	SOMN	SOMN	SOMN
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.					\$2.20	\$16.43	\$16.43	\$4.38	\$4.38	\$18.14	\$9.06	\$10.39	\$10.39
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.					\$2.20	\$16.43	\$16.43	\$4.38	\$4.38	\$18.14	\$9.06	\$10.39	\$10.39
		Exchange Ports - 2-Wire VG unbundled LA extended local dialing party Port with Caller ID - Bus.					\$2.20	\$16.43	\$16.43	\$4.38	\$4.38	\$18.14	\$9.06	\$10.39	\$10.39
		Exchange Ports - 2-Wire VG unbundled incoming only Port with Caller ID - Bus					\$2.20	\$16.43	\$16.43	\$4.38	\$4.38	\$18.14	\$9.06	\$10.39	\$10.39
		Exchange Ports - 2-Wire VG unbundled Louisiana Bus Area Calling Port with Caller ID - Bus (BUC)					\$2.20	\$16.43	\$16.43	\$4.38	\$4.38	\$18.14	\$9.06	\$10.39	\$10.39
		Subsequent Activity					\$0.0	\$0.0	\$0.0						
		FEATURES													
		All Available Vertical Features													
		EXCHANGE PORT RATES (DID & PBX)													
		Exchange Ports - 2-Wire DID Port					\$9.52	\$238.35	\$37.44	\$121.38	\$7.63	\$18.14	\$9.06	\$10.39	\$10.39
		Exchange Ports - DDITS Port - 4-Wire DSI Port with DID capability					\$77.66	\$403.61	\$191.17	\$147.11	\$4.98	\$19.99	\$19.99	\$19.99	\$19.99
		Exchange Ports - 2-Wire SDN Port (See Notes below)					\$11.42	\$145.38	\$105.86	\$95.47	\$21.45	\$38.29	\$38.29	\$6.65	\$6.65
		All Features Offered					\$8.28	\$0.0	\$0.0						
		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 (SDN) 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 Ports - 2-Wire ISDN Port -- Channel Profiles													
		Exchange Ports - 4-Wire ISDN DST Port					\$107.95	\$407.19	\$202.89	\$160.46	\$40.65	\$33.18	\$33.18	\$7.73	\$7.73
		2-Wire VG Unbundled 2-Way PBX Trunk - Rees					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 2-Way PBX Louisiana Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled PBX LD Terminal Ports					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 2-Way PBX Usage Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled PBX LD DDD Terminals Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled PBX LD Terminal Switchboard LD Capable Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					\$2.20	\$16.43	\$16.43	\$3.77	\$3.77	\$18.14	\$9.06	\$8.94	\$8.94
		Subsequent Activity					\$0.0	\$0.0	\$0.0						
		FEATURES													
		All Available Vertical Features					\$8.28	\$0.0	\$0.0			\$18.14	\$9.06	\$8.94	\$8.94

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	Rate	RATES				OSS RATES							
								Nonrecurring	Disconnect	Nonrecurring	Disconnect	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								Fee	First	Addl	First	Addl	Inc. Order Submitted Elec per LSR	Inc. Order Submitted Manually per LSR	Inc. Manual Charge - Manual Svc Order vs. Electronic-1st	Inc. Manual Charge - Manual Svc Order vs. Electronic-Add1	Inc. Manual Order vs. Electronic-Disc 1st	Inc. Manual Order vs. Electronic-Disc Add1	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports					\$2.55												
		2-Wire Voice Unbundled PBX LD DDD Terminals Port					\$2.55												
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					\$2.55												
		2-Wire Voice Unbundled PBX LD Terminal Switchboard DDD Capable Port					\$2.55												
		2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port					\$2.55												
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					\$2.55												
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					\$2.55												
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					\$2.55												
		2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port					\$2.55												
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					\$2.55												
		LOCAL NUMBER PORTABILITY Local Number Portability (1 per Port)					\$3.15												
		FEATURES All Features Offered					\$6.28												
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is Change					\$3.80												
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Update					\$3.80												
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$2.11												
		ADDITIONAL NRCS																	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity					\$0.0	\$0.0	\$0.0	\$0.0									
		PBX Subsequent Activity - Change/Rearrange Multifline Hunt Group					\$14.64	\$14.64	\$14.64										
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																	
		LINE Port/Loop Combination Rates																	
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$16.79												
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$26.88												
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$52.04												
		LINE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1					\$14.05												
		2-Wire Voice Grade Loop (SL1) - Zone 2					\$24.14												
		2-Wire Voice Grade Loop (SL1) - Zone 3					\$49.30												
		2-Wire Voice Grade Line Ports (COIN)																	
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)					\$2.74												
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)					\$2.74												
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)					\$2.74												
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)					\$2.74												
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)					\$2.74												

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES										
							Rec	Fst1	Adrt	Fst1	Adrt	SOMC	SOMN	SOMN	SOMN	SOMN	SOMN				
LOCAL NUMBER PORTABILITY																					
		Local Number Portability (1 per port)			UEPPX	LNPCP	\$3.15														
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		1	UEPPB	UEPPB	\$34.43														
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPB	\$43.62														
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPB	\$58.76														
UNE Loop Rates																					
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	USL2X	\$24.92	\$23.18	\$158.33	\$105.04	\$20.41										
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	USL2X	\$33.11	\$23.18	\$158.33	\$105.01	\$20.41										
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	USL2X	\$49.25	\$23.18	\$158.33	\$105.01	\$20.41										
UNE Port Rate																					
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPB	\$9.51	\$145.38	\$105.86	\$95.47	\$21.45										
NONRECURRING CHARGES - CURRENTLY COMBINED																					
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	USACB	\$0.0	\$76.93	\$53.97												
ADDITIONAL NRCS																					
LOCAL NUMBER PORTABILITY																					
		Local Number Portability (1 per port)			UEPPB	LNPCX	\$0.35	\$0.00	\$0.00												
B-CHANNEL USER PROFILE ACCESS:																					
		C/S/CSD (DMS/SESS)			UEPPB	UUCB	\$0.00	\$0.00	\$0.00												
		C/S (EWSD)			UEPPB	UUCB	\$0.00	\$0.00	\$0.00												
		CSD			UEPPB	UUCB	\$0.00	\$0.00	\$0.00												
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)																					
		C/S/CSD (DMS/SESS)			UEPPB	UUCD	\$0.00	\$0.00	\$0.00												
		C/S (EWSD)			UEPPB	UUCD	\$0.00	\$0.00	\$0.00												
		CSD			UEPPB	UUCF	\$0.00	\$0.00	\$0.00												
USER TERMINAL PROFILE																					
		User Terminal Profile (EWSD only)			UEPPB	UTUMA	\$0.00	\$0.00	\$0.00												
VERTICAL FEATURES																					
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPVF	\$8.28	\$0.00	\$0.00												

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES						OSS RATES							
							Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental Svc Order vs. Manual Svc Order vs. Electronic-Disc 1st	Incremental Svc Order vs. Manual Svc Order vs. Electronic-Disc Addl		
							Rec	Frst	Addl	Frst	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules. These scenarios include:																			
	1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.																			
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.																			
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami), GA (Atlanta), LA (New Orleans), NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill), TN (Nashville). BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the Inetm, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference																			
	The Market Rate for unbundled ports includes all available features in all states.																			
	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 Com Port/Loop Combinations which have a flat rate usage charge (USOC: URECU). For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																			
	2-WIRE VOICE GRADE LOOP WITH 2 WIRE LINE PORT (RES)																			
	UNE Port/Loop Combination Rates																			
	2-Wire VG Loop/Port Combo - Zone 1							\$28.05												
	2-Wire VG Loop/Port Combo - Zone 2							\$38.14												
	2-Wire VG Loop/Port Combo - Zone 3							\$63.30												
	UNE Loop Rates																			
	2-Wire Voice Grade Loop (SL1) - Zone 1							\$14.05												
	2-Wire Voice Grade Loop (SL1) - Zone 2							\$24.14												
	2-Wire Voice Grade Loop (SL1) - Zone 3							\$49.3												
	2-Wire Voice Grade Line Port (Res)																			
	2-Wire voice unbundled port - residence							\$14.00		\$90.00		\$90.00								
	2-Wire voice unbundled port with Caller ID - res									\$90.00		\$90.00								
	2-Wire voice unbundled port outgoing only - res									\$90.00		\$90.00								
	2-Wire voice Grade unbundled Louisiana extended local dialing partly port with Caller ID - res									\$90.00		\$90.00								
	2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (RUL)									\$90.00		\$90.00								
	2-Wire voice unbundled Louisiana Area Plus with Caller ID - res (ACT)									\$90.00		\$90.00								
	2-Wire voice unbundled Louisiana Area Plus with Caller ID (LIM)									\$90.00		\$90.00								
	LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)																			
	FEATURES																			
	All Features Offered																			
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is																			
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change																			

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES							
							Nonrecurring	Discontin	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
							Rec	Frst	Adrt	Frst	Adrt	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability (1 per port)			UEPRG	LNPQP	\$3.15											
FEATURES																		
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop Line Port Combination - Switch-As-Is			UEPRG	USAC2		\$41.50	\$41.50									
		2-Wire Voice Grade Loop Line Port Combination - Switch with Change			UEPRG	USACC		\$41.50	\$41.50									
		ADDITIONAL NRCS																
		2-Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring						\$0.0	\$0.0									
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						\$14.64	\$14.64									
		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		1			\$28.05											
		2-Wire VG Loop/Port Combo - Zone 2		2			\$38.14											
		2-Wire VG Loop/Port Combo - Zone 3		3			\$63.3											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	\$14.05		\$90.00									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	\$24.14		\$90.00									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	\$49.3		\$90.00									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$14.00		\$90.00									
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$14.00		\$90.00									
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way Combination PBX Louisiana Calling Port			UEPPX	UEPI2	\$14.00		\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	\$14.00		\$90.00									
		2-Wire Voice Unbundled PBX Tol Terminal Hotel Ports			UEPPX	UEPXB	\$14.00		\$90.00									
		2-Wire Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPXC	\$14.00		\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	\$14.00		\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Switchboard DD Capable Port			UEPPX	UEPXE	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional Calling Port			UEPPX	UEPKK	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPKL	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKM	\$14.00		\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPKO	\$14.00		\$90.00									
		2-Wire Voice Unbundled 1-Way Outgoing PBX Louisiana Local Discount Calling Port			UEPPX	UEPXP	\$14.00		\$90.00									
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	\$14.00		\$90.00									
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPQP	\$3.15											
		FEATURES																

UNBUNDLED NETWORK ELEMENTS
Louisiana

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	RATES				OSS RATES											
							Rec	First	Advt	First	Advt	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
NONRECURRING CHARGES - CURRENTLY COMBINED																						
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-Axis				USAC2		\$41.50	\$41.50													
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change				USACC		\$41.50	\$41.50													
ADDITIONAL NRCS																						
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent Nonrecuring				USAS2		\$0.0	\$0.0													
		2-Wire Loop/Line Slide Port Combination - Non feature - Subsequent Activity- PBX Subsequent Activity - Change/Rearrange Multifline Hunt Group						\$0.0	\$0.0													
		2-Wire Voice Grade Loop with 2-Wire Analog Line Coin Port						\$14.64	\$14.64													
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																						
LINE Port/Loop Combination Rates																						
		2-Wire VG Coin Port/Loop Combo - Zone 1						\$28.05														
		2-Wire VG Coin Port/Loop Combo - Zone 2						\$38.14														
		2-Wire VG Coin Port/Loop Combo - Zone 3						\$83.3														
LINE Loop Rates																						
		2-Wire Voice Grade Loop (SL1) - Zone 1				UEPCC		\$14.05														
		2-Wire Voice Grade Loop (SL1) - Zone 2				UEPCC		\$24.14														
		2-Wire Voice Grade Loop (SL1) - Zone 3				UEPCC		\$49.3														
2-Wire Voice Grade Line Port Rates (Coin)																						
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin Outward with Operator Screening and 011 Blocking (LA)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)				UEPCC		\$14.00	\$90.00	\$90.00												
LOCAL NUMBER PORTABILITY																						
		Local Number Portability (1 per port)				UEPCC		\$0.35														
NONRECURRING CHARGES - CURRENTLY COMBINED																						
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-Axis				UEPCC		\$41.50	\$41.50													
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change				UEPCC		\$41.50	\$41.50													
ADDITIONAL NRCS																						
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent				UEPCC		\$0.0	\$0.0													

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES				OSS RATES				
							Rec	First	Advt	First	Advt	SOME	SOMAN	SOMAN	SOMAN
LOCAL CHANNEL - DEDICATED TRANSPORT							NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3-one month, DS3 and above=four months								
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month				ULCXX	\$16.39	\$395.68	\$67.11	\$75.04	\$6.55	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month				ULCXX	\$16.39	\$395.68	\$67.11	\$75.04	\$6.55	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - 4-Wire Voice Grade Rev Bat per month				UNCVX	\$17.59	\$395.68	\$67.11	\$76.00	\$7.51	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 1				ULDD1	\$41.4	\$354.47	\$307.02	\$45.00	\$31.25	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 2				ULDD1	\$47.27	\$354.47	\$307.02	\$45.00	\$31.25	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS1 per month - Zone 3				ULDD1	\$53.26	\$354.47	\$307.02	\$45.00	\$30.52	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - DS3 - Per Mile per month				ULDD3	\$11.02								
		Local Channel - Dedicated - DS3 - Facility Termination per month				ULDD3	\$455.69	\$901.82	\$527.16	\$244.7	\$171.16	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - STS-1 - Per Mile per month				ULDS1	\$11.02	\$901.82	\$527.16	\$244.7	\$171.16	\$31.26	\$31.26	\$3.91	\$3.91
		Local Channel - Dedicated - STS-1 - Facility Termination per month				ULDS1	\$449.26								
MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System				UXTD1	\$125.29	\$161.94	\$124.98	\$21.57	\$20.05	\$31.26	\$31.26	\$3.91	\$3.91
		2-Wire ISDN COCI (BRITL) - DS1 to DS0 Channel System - per month				UDL	\$1.49	\$13.13	\$9.41						
		2-Wire ISDN COCI (BRITL) - DS1 to DS0 Channel System - per month				UDL	\$3.19	\$13.13	\$9.41						
		Voice Grade COCI - DS1 to DS0 Channel System - per month				UEA	\$0.6888	\$3.13	\$6.41						
		DS3 to DS1 Channel System per month				UXTD3	\$207.87	\$355.8	\$187.69	\$68.11	\$65.17	\$31.26	\$31.26	\$3.91	\$3.91
		DS3 to DS1 Channel System per month				UXTS1	\$207.87	\$355.8	\$187.69	\$68.11	\$65.17	\$31.26	\$31.26	\$3.91	\$3.91
		DS3 Interface Unit (DS1 COCI) used with Loop per month				USL	\$15.78	\$13.13	\$9.41						
DARK FIBER															
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel				UDF	\$68.94	\$1,276.46	\$275.36	\$649.31	\$404.8	\$31.26	\$31.26	\$3.91	\$3.91
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interface Channel				UDF	\$32.13	\$1,276.46	\$275.36	\$649.31	\$404.8	\$31.26	\$31.26	\$3.91	\$3.91
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				UDF	\$68.94	\$1,276.46	\$275.36	\$649.31	\$404.8	\$31.26	\$31.26	\$3.91	\$3.91
TRANSPORT OTHER															
Optional Features & Functions:															
		Clear Channel Capability (B2S/ESF) Option - Subsequent - per DS1 Channel				UNCIX		\$184.60	\$23.78	\$1.96	\$0.76	\$29.33	\$3.93	\$16.05	\$16.05
		Clear Channel Capability (B2S/ESF) Option - Subsequent - per DS1 Channel				UNCIX		\$194.60	\$23.78	\$1.96	\$0.76	\$29.33	\$3.93	\$16.05	\$16.05
8XX ACCESS TEN DIGIT SCREENING															
		8XX Access Ten Digit Screening, Per Call				OHD	\$,0005321								
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved				OHD		\$8.46	\$.96			\$25.52	\$25.52	\$16.05	\$16.05
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTs Transitions				OHD		\$17.04	\$1.93	\$11.32	\$.96	\$25.52	\$25.52	\$16.05	\$16.05
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTs Transitions				OHD		\$17.04	\$1.93	\$11.32	\$.96	\$25.52	\$25.52	\$16.05	\$16.05
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number Per 8XX No.				OHD		\$5.63	\$2.81			\$25.52	\$25.52	\$16.05	\$16.05
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.				OHD		\$6.59	\$3.77			\$25.52	\$25.52	\$16.05	\$16.05
		8XX Access Ten Digit Screening, Call Handling and Destination Features				OHD		\$9.42	\$.86			\$25.52	\$25.52	\$16.05	\$16.05

UNBUNDLED NETWORK ELEMENTS
Mississippi

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES										
							Rec	First	Advtl	First	Advtl	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
LINE INFORMATION DATA BASE ACCESS (LIDB)																					
		LIDB Common Transport Per Query			OOI		\$,000,046														
		LIDB Validation Per Query			OOU		\$,014,2132														
		LIDB Originating Point Code Establishment or Change			OOU	NRPBX		\$63.63													
SIGNALING (CCS7)																					
		CCS7 Signaling Termination, Per STP Port			IDB	PTBSX	\$161.12														
		CCS7 Signaling Usage, Per TCAP Message			IDB		\$0,000,0115														
		NOTE: Applicable when measurement and billing capability exists.																			
		CCS7 Signaling Connection, Per link (A link)			IDB	TRP+4	\$21.58	\$169.72	\$169.72	\$134.08	\$134.08										
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			IDB	TRP+4	\$21.58	\$169.72	\$169.72	\$134.08	\$134.08										
		CCS7 Signaling Usage, Per ISUP Message			IDB		\$,000,0456														
		NOTE: Applicable when measurement and billing capability exists.																			
		CCS7 Signaling Usage Surrogate, per link per LATA			IDB	STUS6	\$406.53														
		CCS7 Signaling Point Code per Originating Point Code Establishment or Change, per STP affected			IDB	CCAPO		\$40.00	\$40.00												
		CCS7 Signaling Point Code per Destination Point Code Establishment or Change, Per STP Affected			IDB	CCAPD		\$8.0	\$8.0												
E911 SERVICE																					
CALLING NAME (CNAM) SERVICE																					
		CNAM for DB Owners, Per Query			OOV		\$0.016														
		CNAM for Non DB Owners, Per Query			OOV		\$0.01														
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)			OOV	CDDOH		\$895.00	\$595,000												
LNP QUERY SERVICE																					
OPERATOR SERVICES AND DIRECTORY ASSISTANCE																					
OPERATOR CALL PROCESSING																					
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					\$1.2														
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					\$1.24														
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					\$0.20														
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					\$0.20														
INWARD OPERATOR SERVICES																					
		Inward Operator Services - Verification, Per Minute					\$1.15														
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					\$1.15														
BRANDING - OPERATOR CALL PROCESSING																					
		Recording of Custom Branded OA Announcement				CBACS		\$7,000.00	\$7,000.00												
		Loading of Custom Branded OA Announcement per shell/NAV				CBACL		\$500.00	\$500.00												
DIRECTORY ASSISTANCE SERVICES																					
		Directory Assistance Access Service Charge Per Call						\$0.275													
		Directory Assistance Call Completion Access Service (DACCS)						\$0.10													
		Directory Assistance Call Completion Access Service (DACCS), Per Call Attempt						\$0.10													

UNBUNDLED NETWORK ELEMENTS
Mississippi

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES												
							Nonrecuring						Discontin						OSS RATES
							Rec	First	Adtri	First	Adtri	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
												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-Add1	Incremental Manual Svc Order vs. Electronic-Disc 1st	Incremental Manual Svc Order vs. Electronic-Disc Add1		
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$169.31	\$169.31	\$135.96	\$135.96			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$5,379	\$5,379,0000					\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		\$39.30	\$39.3	\$37.70	\$37.7			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		\$39.30	\$39.3	\$37.70	\$37.7			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$39.30	\$39.3	\$37.70	\$37.7			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit ROPD				BAPTO		\$106.90	\$106.9	\$48.44	\$48.44			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, GDP				BAPTC		\$106.90	\$106.9	\$48.44	\$48.44			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$106.90	\$106.9	\$48.44	\$48.44			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Query Change, Per Query						\$0,005,611											
		AIN Toolkit Service - Type 1 Node Change, Per AIN Toolkit Subscription, Per Node, Per Query						\$1.79											
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kibobytes																	
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPUS		\$44.02	\$44.02	\$31.28	\$31.28			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPUS		\$0,081,0536	\$47.21	\$47.21				\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS		\$15.93	\$44.02	\$31.28	\$31.28			\$25.52	\$25.52	\$16.05	\$16.05		
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES		\$0,002,7018	\$47.21	\$47.21				\$25.52	\$25.52	\$16.05	\$16.05		
		ODUFEDOUFAUDUFGMDS																	
		ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message						\$0.004											
		ADUF: Data Transmission (CONNECT:DIRECT), per message						\$0.001											
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
		EODUF: Message Processing, per message						\$0.004											
		OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message						\$0,0001179											
		ODUF: Message Processing, per message						\$0,0032089											
		ODUF: Message Processing, per Magnetic Tape provisioned						\$54.62											
		ODUF: Data Transmission (CONNECT:DIRECT), per message						\$0,0000354											
		ENHANCED EXTENDED LINK (EELS)																	
		NOTE: New EELs available in State of Georgia, density zone 1 of following SMSs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA.																	
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As is Charge.																	
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																	
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order. (No Switch As is Charge.)																	

UNBUNDLED NETWORK ELEMENTS
Mississippi

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	Rate	RATES				OSS RATES						
								Nonrecuring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							Rate	First	Advt	First	Advt	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCI1X	MCQ1	\$125.29											
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	IDLDD	\$1.49											
		Additional 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	\$25.61											
		Additional 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	\$33.94											
		Additional 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	\$48.51											
		Additional 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77											
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	IDLDD	\$1.49											
		Nonrecuring Currenty Combined Network Elements Switch -As-Is Charge			UNCI1X	UNCC		\$11.17		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26
		4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$25.61											
		First 4-wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$33.94											
		First 4-wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$48.51											
		First 4-wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCI1X	UTF1	\$63.00											
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCI1X	MCQ1	\$125.29											
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	IDLDD	\$1.49											
		Additional 4-wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	\$25.61											
		Additional 4-wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	\$33.94											
		Additional 4-wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	\$48.51											
		Additional 4-wire 64Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCI1X	UTF1	\$63.00											
		Channelization - Channel System DS1 to DS0 combination Per Month			UNCI1X	MCQ1	\$125.29											
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	IDLDD	\$1.49											
		Nonrecuring Currenty Combined Network Elements Switch -As-Is Charge			UNCI1X	UNCC		\$11.17		\$11.18		\$14.29		\$14.29		\$31.26		\$31.26
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNCI1X	USLXX	\$50.99											
		4-wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNCI1X	USLXX	\$67.58											
		4-wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNCI1X	USLXX	\$86.58											
		4-wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 4		4	NA	NA	\$56.41											
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCI1X	1L5XX	\$0.2293											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCI1X	UTF1	\$63											
		Nonrecuring Currenty Combined Network Elements Switch -As-Is Charge			UNCI1X	UNCC		\$11.17		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNCI1X	USLXX	\$50.99											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNCI1X	USLXX	\$67.58											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNCI1X	USLXX	\$86.58											
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 4		4	NA	NA	\$56.41											
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNCI3X	1L5XX	\$5.43											

UNBUNDLED NETWORK ELEMENTS
Mississippi

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Intran	Zone	BCS	USOC	Rate	RATES				OSS RATES								
								Nonrecuring	Discontin	Nonrecuring	Discontin	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
							First	Addr1	First	Addr1										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	UTTF3	\$705.42													
		DS3 to DS1 Channel System combination per month			UNC3X	UCM3	\$207.87													
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UCID1	\$15.78													
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	\$50.99													
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	\$67.58													
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	\$96.58													
		Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 4		4	UNC1X	USLXX	\$566.44													
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UCID1	\$15.78													
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26		\$3.91		\$3.91
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	\$18.95													
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	\$24.93													
		2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	\$34.77													
		A 1,2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 4		4	NA	NA	\$44.77													
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0112													
		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	UTTV2	\$24.75													
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26		\$3.91		\$3.91
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																		
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	\$22.98													
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	\$29.67													
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	\$42.40													
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 4		4	NA	NA	\$63.00													
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	\$0.0112													
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	UTTV4	\$21.75													
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26		\$3.91		\$3.91
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	\$14.16													
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	\$396.3													
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	\$5.43													
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	UTTF3	\$705.42													
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26		\$3.91		\$3.91
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNC3X	1L5ND	\$14.16													
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNC3X	UDLS1	\$411.34													
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNC3X	1L5XX	\$5.43													
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNC3X	UTTF5	\$707.97													
		Nonrecuring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		\$11.17		\$14.29		\$14.29		\$31.26		\$31.26		\$3.91		\$3.91
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCVX	UL12X	\$21.86													

UNBUNDLED NETWORK ELEMENTS
Mississippi

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	First	Advtl	First	Advtl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	\$2.12													
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$2.12													
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$2.12													
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$2.12													
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	\$2.12													
		2-Wire Voice Unbundled PBX Tol Terminal Hotel Ports			UEPPX	UEPXB	\$2.12													
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	\$2.12													
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	\$2.12													
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	\$2.12													
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPYL	\$2.12													
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPYM	\$2.12													
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPYO	\$2.12													
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port			UEPPX	UEPYQ	\$2.12													
		2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port			UEPPX	UEPYR	\$2.12													
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPYS	\$2.12													
		LOCAL NUMBER PORTABILITY			UEPPX	LNPQP	\$3.15													
		Local Number Portability (1 per port)																		
		FEATURES																		
		All Features Offered			UEPPX	UEPVF	\$6.75	\$0.0	\$0.0											
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		\$5.20	\$0.41											
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		\$6.20	\$0.41											
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$2.87												
		ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	\$0.0	\$0.0	\$0.0											
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					\$0.0	\$14.64	\$14.64											
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																		
		LINE Port/loop Combination Rates																		
		2-Wire VG Coin Port/loop Combo - Zone 1																		
		2-Wire VG Coin Port/loop Combo - Zone 2																		
		2-Wire VG Coin Port/loop Combo - Zone 3																		
		2-Wire VG Coin Port/loop Combo - Zone 4																		
		LINE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$14.59													
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	\$19.33													
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	\$27.63													
		2-Wire Voice Grade Loop (SL1) - Zone 4			UEPCO	UEPLX	\$36.47													
		2-Wire Voice Grade Line Ports (COIN)																		

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES		OSS RATES							
							Recurring	Nonrecurring	SOC	SOM	SOM	SOM	SOM	SOM	SOM	SOM
							Recurring	Nonrecurring	SOC	SOM	SOM	SOM	SOM	SOM	SOM	SOM
<p>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: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</p>																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1 - Statewide		SW	UEANL	UEAL2	\$15.88	\$67.99	\$42.37							
		2-Wire Analog Voice Grade Loop - Service Level 1 - Statewide - Line Splitting		SW	UEPSR	UEALS	\$15.88	\$7.99	\$42.37							
		2-Wire Analog Voice Grade Loop - Service Level 1 - Line Splitting - Zone 1		1	UEPSB	UEALS										
		2-Wire Analog Voice Grade Loop - Service Level 1 - Line Splitting - Zone 3		3	UEPSB	UEALS										
		Engineering Information Document (EID)			UEANL	UEANL	\$28.74	\$28.74	\$28.74							
		Manual Order Coordination for UUL-SL1s (per loop) *			UEANL	UEANL	\$61.38	\$61.38	\$61.38							
		Order Coordination for Specified Conversion Time (for UUL-SL1 (per LSR) *			UEANL	OCOSL	\$45.34	\$45.34	\$45.34							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start		SW	UEA	UEAL2	\$19.50	\$42.97	\$106.56							
		Sharing - Statewide			UEA	OCOSL	\$49.34	\$49.34								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery		SW	UEA	UEAR2	\$19.50	\$42.97	\$106.56							
		Sharing - Statewide			UEA	OCOSL	\$45.34	\$45.34								
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$27.49	\$28.47	\$237.45							
		4-Wire Analog Voice Grade Loop - Statewide		SW	UEA	UEAL4	\$27.49	\$28.47	\$237.45							
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.34	\$45.34								
		2-WIRE ISDN DIGITAL GRADE LOOP														
		2-Wire ISDN Digital Grade Loop - Statewide		SW	UDN	UL12X	\$24.98	\$25.91	\$251.31							
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	\$45.34	\$45.34								
		2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP														
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Statewide		SW	UDC	UDC2X	\$24.98	\$25.91	\$251.31							
		Order Coordination for Specified Conversion Time (per LSR)														
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
		2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Statewide		SW	UAL	UAL2X	\$14.6	\$504.90	\$466.17							
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL	\$45.34	\$45.34								
		2-Wire Unbundled ADSL Loop without manual service inquiry and facility reservation - Statewide		SW	UAL	UAL2W	\$14.60	\$203.85	\$128.42							
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL	\$45.34	\$45.34								
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop		SW	UHL	UHL2X	\$11.98	\$504.90	\$466.17							
		reservation - Statewide			UHL	OCOSL	\$45.34	\$45.34								
		Order Coordination for Specified Conversion Time			UHL	OCOSL	\$21.08	\$21.08	\$145.65							
		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide		SW	UHL	UHL2W	\$11.98	\$221.08	\$145.65							
		Order Coordination for Specified Conversion Time			UHL	OCOSL	\$45.34	\$45.34								
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Statewide		SW	UHL	UHL4X	\$13.97	\$531.35	\$482.62							
		Order Coordination for Specified Conversion Time			UHL	OCOSL	\$45.34	\$45.34								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Statewide		SW	UHL	UHL4W	\$13.97	\$277.99	\$202.56							
		Order Coordination for Specified Conversion Time			UHL	OCOSL	\$45.34	\$45.34								
		4-WIRE DST1 DIGITAL LOOP														
		4-Wire DST1 Digital Loop - Statewide		SW	USL	USLXX	\$62.78	\$714.84	\$421.47							

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	Interim	Zone	BCS	USOC	RATES				OSS RATES										
						Rec	Flat	Advt	Disconn	SOMEC	SOMAI	SOMAN	SOMAN	SOMAN	SOMAN					
						Nonrecuring				Nonrecuring										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$11.43	\$45.34	\$46.61	\$149.46	\$59.37										
	Unbundled Sub-loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBRB	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37										
	Unbundled Sub-loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBRB	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37										
	Unbundled Sub-loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBRB	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$45.34														
	Unbundled Sub-loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	\$11.43	\$122.52	\$46.61	\$149.46	\$59.37										
	Unbundled Sub-loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	\$18.35	\$122.52	\$46.61	\$149.46	\$59.37										
	Unbundled Sub-loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	\$21.04	\$122.52	\$46.61	\$149.46	\$59.37										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$21.91	\$45.34	\$44.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	\$35.92	\$28.36	\$144.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	\$41.37	\$28.36	\$144.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFD	\$41.37	\$28.36	\$144.28	\$144.28	\$105.88										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$21.91	\$45.34	\$44.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	\$35.92	\$28.36	\$144.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	\$41.37	\$28.36	\$144.28	\$144.28	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	\$41.37	\$28.36	\$144.28	\$144.28	\$105.88										
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL	\$19.63	\$45.34	\$45.94	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder Loop, 2 Wire ISDN BRI, Zone 2		1	UDN	USBFI	\$31.61	\$202.01	\$105.88	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder Loop, 2 Wire ISDN BRI, Zone 3		3	UDN	USBFI	\$36.27	\$202.01	\$105.88	\$105.88	\$105.88										
	Order Coordination For Specified Conversion Time, per LSR			UDN	OCOSL	\$19.63	\$45.34	\$45.94	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder, 2 Wire UDC (UDSL compatible)		1	UDC	USBFS	\$31.61	\$202.01	\$105.88	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder, 2 Wire UDC (UDSL compatible)		2	UDC	USBFS	\$36.27	\$202.01	\$105.88	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder, 2 Wire UDC (UDSL compatible)		3	UDC	USBFS	\$39.69	\$202.01	\$105.88	\$105.88	\$105.88										
	Unbundled Sub-loop Feeder Loop, 4 Wire DS1 - Zone 1		1	USL	USBFG	\$67.36	\$393.01	\$153.37	\$42.19	\$12.76										
	Unbundled Sub-loop Feeder Loop, 4 Wire DS1 - Zone 2		2	USL	USBFG	\$67.36	\$393.01	\$153.37	\$42.19	\$12.76										
	Unbundled Sub-loop Feeder Loop, 4 Wire DS1 - Zone 3		3	USL	USBFG	\$78.12	\$393.01	\$153.37	\$42.19	\$12.76										
	Order Coordination For Specified Conversion Time, per LSR			USL	OCOSL	\$45.34														
	Unbundled Sub-loop Feeder, 2 Wire Copper Loop - Zone 1		1	UCL	USBFH	\$10.66	\$172.89	\$80.81	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder Loop, 2 Wire Copper Loop - Zone 2		2	UCL	USBFH	\$16.44	\$172.89	\$80.81	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder Loop, 2 Wire Copper Loop - Zone 3		3	UCL	USBFH	\$18.69	\$172.89	\$80.81	\$19.99	\$19.99										
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$45.34														
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	\$14.68	\$207.14	\$134.77	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	\$23.74	\$207.14	\$134.77	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	\$27.28	\$207.14	\$134.77	\$19.99	\$19.99										
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$45.34														
	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	\$26.71	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	\$44.07	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	\$50.83	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFQ	\$26.71	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFQ	\$44.07	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFQ	\$50.83	\$215.00	\$132.92	\$19.99	\$19.99										
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL	\$45.34														
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	\$26.71	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	\$44.07	\$215.00	\$132.92	\$19.99	\$19.99										
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	\$50.83	\$215.00	\$132.92	\$19.99	\$19.99										
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL	\$45.34														
	Unbundled Sub-loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X	\$353.95		\$12.20												
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X	\$353.95		\$12.20												
	Unbundled Sub-loop Modification - 2-w-4w Copper Dist Bridged Tap Removal, per PR included			UEF	ULMAT	\$557.78		\$14.23												
	Unbundled Network Terminating Wire (UNTW)																			
	Unbundled Network Terminating Wire (UNTW) per Pair																			
	Unbundled Network Terminating Wire (UNTW) per Pair																			
	Network Interface Device (NID)																			
	Network Interface Device (NID) - 1-2 lines																			
	Network Interface Device (NID) - 1-6 lines																			
	Network Interface Device Cross Connect - 2 W																			

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES													
							Nonrecurring				Discontinuing				SOC	SOC	SOC	SOC	SOC	SOC	SOC	SOC	SOC	SOC
							Rec	Fair	Advt	Fair	Advt	SOMEC	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel				UDF	1L5DC	\$53.86																
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel				UDF	UDFC1	\$1,807.0000	\$562.96															
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				UDF	UDFL4	\$27.71	\$562.96	\$0.00	\$0.00													
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				UDF	UDFL4	\$53.86	\$562.96	\$0.00	\$0.00													
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				UDF	UDFL4	\$1,807.0000	\$562.96	\$0.00	\$0.00													
		Optional Features & Functions:																						
		Clear Channel Capability (BRZS/ESF) Option - Subsequent - per DST Channel				UNCIX	OCORE	\$184.76	\$23.60	\$1.99	\$0.78													
		Clear Channel Capability (BRZS/SP) Option - Subsequent - per DST Channel				UNCIX	OCOSF	\$184.76	\$23.60	\$1.99	\$0.78													
		8XX Access Ten Digit Screening, Per Call				OHD		\$0.0005																
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved				OHD	NBR1X	\$7.05	\$96															
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Transitions				OHD		\$23.82	\$2.73															
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number Transitions				OHD	NBR1X	\$23.82	\$2.73															
		8XX Access Ten Digit Screening, Multiple InetLAN OCN Routing Per OCN Request Per 8XX No. 8XX No.				OHD	NBRFX	\$3.63	\$2.82															
		8XX Access Ten Digit Screening, Change Charge Per Request				OHD	NBRFX	\$6.69	\$3.77															
		8XX Access Ten Digit Screening, Call Handling and Destination Features				OHD	NBRFX	\$8.01	\$96															
		8XX Access Ten Digit Screening w/8XX No. Delivery for 8XX Numbers, with Optional Complex Features, per query				OHD		\$0.00365	\$5.63															
		8XX Access Ten Digit Screening w/ POTS No. Delivery, per query				OHD		\$0.00431																
		8XX Access Ten Digit Screening w/ POTS No. Delivery, with Optional Complex Features, per query				OHD		\$0.00383																
		8XX Access Ten Digit Screening w/ POTS No. Delivery, with Optional Complex Features, per query				OHD		\$0.00431																
		LINE INFORMATION DATA BASE ACCESS (LIDB)																						
		LIDB Common Transport Per Query				OQT		\$0.0003																
		LIDB Validation Per Query				OQU		\$0.0134																
		LIDB Originating Point Code Establishment or Change				OQT, OQU	NRPBX	\$62.26																
		SIGNALING (CCS7)																						
		CCS7 Signaling Termination, Per STP Port				1DB	PT8SX	\$132.83																
		CCS7 Signaling Usage, Per TCAP Message				1DB		\$0.00009																
		NOTE: Applicable when measurement and billing capability exists.																						
		CCS7 Signaling Connection, Per link (A link)				1DB	TTP++	\$18.22	\$278.02	\$278.02														
		CCS7 Signaling Connection, Per link (B link) (also known as D link)				1DB	TTP++	\$18.22	\$278.02	\$278.02														
		CCS7 Signaling Usage, Per ISUP Message				1DB		\$0.00004																
		NOTE: Applicable when measurement and billing capability exists.																						
		CCS7 Signaling Usage Surrogate, per link per LATA				1DB	STU66	\$338.98																
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected				1DB	CCAP0	\$40.00	\$40.00															
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, per STP affected				1DB	CCAPD	\$8.0	\$8.0															
		E911 SERVICE																						
		CALLING NAME (CNAM) SERVICE																						
		CNAM for DB Owners, Per Query				OQV		\$0.016																
		CNAM for Non DB Owners, Per Query				OQV		\$0.01																
		CNAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)				OQV	CDDCH	\$595.00	\$695.000															

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	Interim	Zone	BCS	USOC	RATES													
						Nonrecurring						Discontinued						OSS RATES	
						Rec	Fac	Adm	Fac	Adm	SOMEC	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	SOMAI	
	DS3 Interface Unit (DS1 COCI) combination per month				UNC1X	UC1D1	\$16.07	\$13.09	\$9.38										
	Additional DS1 Loop in STS1 Interface Transport Combination - Statewide				UNC1X	USLXX	\$62.71	\$714.84	\$757.03										
	DS3 Interface Unit (DS1 COCI) combination per month		SW		UNC1X	UC1D1	\$16.07	\$13.09	\$9.38										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)																		
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Statewide		SW		UNC5X	UDL56	\$37.67	\$489.04	\$337.51										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile Termination				UNC5X	TL5XX	\$0.0282												
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination				UNC5X	UTD5	\$17.4	\$137.45/04	\$52.58										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)																		
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Statewide		SW		UNC5X	UDL64	\$37.67												
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile Termination				UNC5X	TL5XX	\$0.0282												
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination				UNC5X	UTD6	\$17.40	\$137.48	\$52.58										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	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 Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																		
	Node (Synchronous)																		
	Node per month				UNC5X	UNCNT	\$16.00												
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																		
	2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is"				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	Conversion Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is"				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	Conversion Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge				UNC5X	UNC5C	\$21.75	\$21.75	\$32.28	\$10.96									
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above=four months																		
	OPERATIONAL SUPPORT SYSTEMS																		
	NOTE: (1) Electronic Service Order - CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions																		
	NOTE: (1) Continues - The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge.																		
	NOTE: (1) Concluded - CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																		
	NOTE: (2) Manual Service Order Change - disconnected, in the state of Florida, to be billed on a per LSR basis																		
	Electronic OSS Charge, per LSR, submitted via BSI's OSS interactive interfaces (Regional)				SOMEC		\$3.50												
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																		
	Exchange Ports																		
	NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																		
	2-WIRE VOICE GRADE LINE PORT RATES (RE3)																		

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Zone	BCS	USOC	RATES				OSS RATES										
						Rec	Fair	Advt	Discontin	Soc Order - Manual Svc Order vs. Electronic	Soc Order - Manual Svc Order vs. Electronic	Incremental Change - Manual Svc Order vs. Electronic	Incremental Change - Manual Svc Order vs. Electronic	Incremental Change - Manual Svc Order vs. Electronic	Incremental Change - Manual Svc Order vs. Electronic					
		2-Wire Voice Grade Loop (SL 1) - Statewide	SW	UEPPX	UEPLX	\$14.18														
		2-Wire Voice Grade Line Port Rates (BUS - PBX)																		
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	\$2.28						\$40.18	\$9.45							
		Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPO	\$2.28						\$40.18	\$9.45							
		Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPPI	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPXA	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled PBX Tol Terminal Hotel Ports		UEPPX	UEPXB	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled PBX LD DDD Terminals Port		UEPPX	UEPXC	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXD	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling		UEPPX	UEPYL	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPYM	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room		UEPPX	UEPYO	\$2.28						\$40.18	\$9.45							
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPYX	\$2.28						\$40.18	\$9.45							
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)		UEPPX	LNPGP	\$3.15														
		FEATURES																		
		All Features Offered		UEPPX	UEPYF	\$3.4	\$0.0	\$0.0				\$40.18	\$9.45							
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch		UEPPX	USAC2		\$2.77	\$0.40				\$40.18	\$9.45							
		2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch with Changeover		UEPPX	USACC		\$2.77	\$0.40				\$40.18	\$9.45							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update					\$1.42					\$10.27								
		ADDITIONAL NRCS																		
		2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity		UEPPX	USAS2	\$0.0	\$0.0	\$0.0				\$19.99	\$19.99	\$19.99						
		PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group					\$14.64	\$14.64												
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																		
		LINE PORT/LOOP COMBINATION RATES																		
		2-Wire VG Coin Port/Loop Combo - Statewide		UEPCO	UEPLX	\$14.18														
		2-Wire Voice Grade Line Ports (COIN)																		
		2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)		UEPCO	UEPND	\$2.62						\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening (NC)		UEPCO	UEPNC	\$2.62						\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)		UEPCO	UEPRP	\$2.62						\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 1+DDD (NC, TN)		UEPCO	UEPNS	\$2.62						\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)		UEPCO	UEPCA	\$2.62						\$40.18	\$9.45							
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC) 011+, and Local (NC, TN)		UEPCO	UEPNE	\$2.62						\$40.18	\$9.45							
		2-Wire Coin Outward with Operator Screening and Blocking (NC)		UEPCO	UEPPL	\$2.62						\$40.18	\$9.45							
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)		UEPCO	UEPPO	\$2.62						\$40.18	\$9.45							
		2-Wire 2-Way Strandline with 900/976 (all states except LA)		UEPCO	UEPCK	\$2.62						\$40.18	\$9.45							
		2-Wire Coin Outward Strandline with 900/976 (all states except LA)		UEPCO	UEPCK	\$2.62						\$40.18	\$9.45							
		ADDITIONAL LINE COIN PORT/LOOP (RG)																		
		LINE Coin Port/Loop Combo Usage (Flat Rate)		UEPCO	URECU	\$3.7	\$0.0	\$0.0												
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)		UEPCO	LNPGX	\$0.35														

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES																	
							Nonrecuring						Discontinuing						OSS RATES					
							Rec	Flat	Addl	Flat	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					USAC2	\$2.77	\$0.40																
							USACC	\$2.77	\$0.40															
							USAS2	\$0.0	\$0.0															
ADDITIONAL NRCS	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					USAS2																		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT	2-Wire VG Loop/2-Wire DID Trunk Port Combo - Statewide					USAC2	\$31.07																	
							USACC	\$31.07																
							USAS2	\$31.07																
LINE LOOP RATES	2-Wire Analog Voice Grade Loop - (S12) - Statewide					USAC2	\$19.50	\$142.97	\$106.56															
							USACC	\$19.50	\$142.97	\$106.56														
							USAS2	\$19.50	\$142.97	\$106.56														
LINE PORT RATE	Exchange Ports - 2-Wire DID Port					USAC2	\$12.36	\$108.78	\$94.60															
							USACC	\$12.36	\$108.78	\$94.60														
							USAS2	\$12.36	\$108.78	\$94.60														
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes					USAC1	\$13.26	\$6.39																
							USACC	\$13.26	\$6.39															
							USAS1	\$13.26	\$6.39															
ADDITIONAL NRCS	2-Wire DID Subsequent Activity - Add Trunks - Per Trunk					USAS1	\$53.49																	
Telephone Number/Trunk Group Establishment Charges	DID Trunk Termination (One Per Port) DID Numbers - Establish Trunk Group and Provide First Group of 20 DID Numbers Additional DID Numbers for each Group of 20 DID Numbers DID Numbers - Non-consecutive DID Numbers - Per Number Reserve Non-Consecutive DID Numbers Reserve DID Numbers					USAC1	\$0.00	\$0.0	\$0.0															
							USACC	\$0.00	\$0.0	\$0.0														
							USAS1	\$0.00	\$0.0	\$0.0														
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)					LNPCP	\$3.15																	
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Statewide					USAC2	\$44.49																	
							USACC	\$44.49																
							USAS2	\$44.49																
LINE LOOP RATES	2-Wire ISDN Digital Grade Loop - Statewide					USAC2	\$20.12	\$225.91	\$251.31															
							USACC	\$20.12	\$225.91	\$251.31														
							USAS2	\$20.12	\$225.91	\$251.31														
LINE PORT RATE	Exchange Port - 2-Wire ISDN Line Side Port					USAC2	\$24.37	\$117.59	\$117.59															
							USACC	\$24.37	\$117.59	\$117.59														
							USAS2	\$24.37	\$117.59	\$117.59														
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion					USACB	\$0.0	\$174.35	\$174.35															
							USACC	\$0.0	\$174.35	\$174.35														
							USAS2	\$0.0	\$174.35	\$174.35														
ADDITIONAL NRCS						USACB																		
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)					LNPCX	\$0.35	\$0.00	\$0.00															
B-CHANNEL USER PROFILE ACCESS:						LNPCX	\$0.35	\$0.00	\$0.00															

UNBUNDLED NETWORK ELEMENTS
North Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Zone	BCS	USOC	RATES						OSS RATES					
						Nonrecuring			Discontin			Sec Order Svc Order Manualy per LSR	Sec Order Svc Order Manualy per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Adft	Incremental Charge - Manual Svc Order vs. Electronic-Disc	Incremental Charge - Manual Svc Order vs. Electronic-Disc Adft
ADDITIONAL NRCS						Rec	Final	Adft	Final	Adft	SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN	SOM/AN	
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPCO	USASZ		\$0.0	\$0.0									

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES							
							Nonrecurring	Discompost	SONEC	SONMI	SONMI	SONMI	SONMI	SONMI				
							Rec	First	ADDT	First	ADDT	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-Addtl	Incremental Manual Svc Order vs. Electronic-1st	Incremental Manual Svc Order vs. Electronic-Addtl	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged LINE Zones. To view Geographically Deaveraged LINE Zone Designations by Central Office, refer to Internal Website: http://www.lnrcorrection.dalson.com/become_a_clec/Int/lnrcorrection.htm																		
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	\$18.48	\$70.44	\$44.05						\$44.22	\$13.55		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	\$27.87	\$70.44	\$44.05						\$44.22	\$13.55		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	\$36.91	\$70.44	\$44.05						\$44.22	\$13.55		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR	UEALS	\$18.48	\$70.44	\$44.05						\$44.22	\$13.55		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR	UEALS	\$27.87	\$70.44	\$44.05						\$44.22	\$13.55		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR	UEALS	\$36.91	\$70.44	\$44.05						\$44.22	\$13.55		
		Engineering Information Document (E1)			UEANL	UEAMC	\$36.91	\$70.44	\$44.05						\$44.22	\$13.55		
		Manual Order Coordination for UPL-SL1's (per loop)			UEANL	UEAMC	\$62.10	\$62.10	\$62.10						\$62.10	\$62.10		
		Order Coordination for Specified Conversion Time for UPL-SL1 (per LSR) *			UEANL	OCOSL	\$45.43	\$45.43	\$45.43						\$45.43	\$45.43		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	\$21.57	\$178.12	\$128.80						\$44.42	\$13.55		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	\$32.53	\$178.12	\$128.80						\$44.42	\$13.55		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	\$43.08	\$178.12	\$128.80						\$44.42	\$13.55		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.43	\$45.43	\$45.43						\$45.43	\$45.43		
		4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$29.47	\$383.39	\$286.77						\$44.06	\$13.55		
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$44.44	\$383.39	\$286.77						\$44.06	\$13.55		
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$58.85	\$383.39	\$286.77						\$44.06	\$13.55		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	\$45.43	\$45.43	\$45.43						\$45.43	\$45.43		
		2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	\$26.68	\$423.04	\$301.75						\$44.42	\$13.55		
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	\$40.24	\$423.04	\$301.75						\$44.42	\$13.55		
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	\$53.86	\$423.04	\$301.75						\$44.42	\$13.55		
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	\$45.43	\$45.43	\$45.43						\$45.43	\$45.43		
		2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	\$31.51	\$235.15	\$160.05						\$44.42	\$13.55		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	\$40.85	\$235.15	\$160.05						\$44.42	\$13.55		
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	\$47.12	\$235.15	\$160.05						\$44.42	\$13.55		
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		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	\$17.10	\$600.61	\$507.33						\$44.42	\$13.55		

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES				
							Recurring	Disconnect	Nonrecurring	Disconnect	SOMEG	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-loop Feeder - Per 4Wire Copper Loop - Zone 2		2	UCL	USBFJ	\$10.35	\$202.43	\$127.53	\$16.06	\$26.57	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire Copper Loop - Zone 3		3	UCL	USBFJ	\$10.35	\$202.43	\$127.53	\$16.06	\$26.57	\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	\$45.43								
		Sub-loop Feeder - Per 4Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFN	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL	\$45.43								
		Sub-loop Feeder - Per 4Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Sub-loop Feeder - Per 4Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	\$26.27	\$204.38	\$129.28	\$124.52	\$35.03	\$19.99	\$19.99	\$19.99	\$19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL	\$45.43								
		Unbundled Sub-loop Modification													
		Unbundled Sub-loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X	\$356.50	\$356.50	\$12.29			\$44.22	\$13.55		
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X	\$356.50	\$356.50	\$12.29			\$44.22	\$13.55		
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T	\$561.80		\$14.33			\$44.22	\$13.55		
		Unbundled Network Terminating Wire (UNTW)													
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	\$0.41	\$62.71	\$62.71			\$44.22	\$13.55		
		Network Interface Device (NID)													
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		\$87.36	\$57.58			\$44.22	\$13.55		
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		\$128.84	\$98.06			\$44.22	\$13.55		
		Network Interface Device Cross Connect - 2-W			UENTW	UND02		\$11.83	\$11.83			\$44.22	\$13.55		
		Network Interface Device Cross Connect - 4W			UENTW	UND04		\$11.83	\$11.83			\$44.22	\$13.55		
		UNBUNDLED LOOP CONCENTRATION													
		Unbundled Loop Concentration - System A (TR008)			ULC	UC18A	\$399.41	\$652.26	\$652.26			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR008)			ULC	UC18B	\$56.36	\$271.78	\$271.78			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System A (TR303)			ULC	UC13A	\$439.73	\$652.26	\$652.26			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - System B (TR303)			ULC	UC13B	\$98.34	\$271.78	\$271.78			\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - DST Loop Interface Card			ULC	UC1C0	\$5.52	\$92.35	\$92.35		\$9.42	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 18DN Loop Interface (Bite Card)			UDN	ULDC1	\$21.00	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - UDC Loop Interface (Bite Card)			UDC	ULCCU	\$8.77	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 2-Wire Voice-Loop Start or Ground Start Loop Interface (FOTS Card)			UEA	ULCC2	\$2.19	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - 4-Wire Voice Loop Interface (Special Card)			UEA	ULCCR	\$13.03	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - TEST CIRCUIT Card			UEA	ULCC4	\$7.77	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	\$11.51	\$21.11	\$21.00	\$10.81	\$10.74	\$19.99	\$19.99	\$19.99	\$19.99
		UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)													
		UNE OTHER - PROVISIONING ONLY - NO RATE													
		NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX									
		UNTW/ Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UNENCL									

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES									
							Rate	First	Advt	Disconnect	SOMEG	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI				
		Virtual Collocation - 2-Fiber Cross Connects				CNCFE	\$15.06	\$69.28	\$48.89											
		Virtual Collocation - 4-Fiber Cross Connects				CNCFH	\$27.08	\$64.07	\$63.98											
		Virtual Collocation - DS1 Cross Connects			USLJLC	CNC1X	\$7.5	\$155.000	\$14.00											
AN SELECTIVE CARRIER ROUTING																				
		Regional Service Establishment				SRCE		\$391,788.00												
		End Office Establishment				SRCEO		\$320.53	\$320.53											
		Line/Port NRC, per end user				SRCLP		\$2.06	\$2.06											
		Query NRC, per query				SRCLP		\$0.000448												
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																				
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		\$296.16	\$296.16											
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMD		\$87.29	\$87.29											
		AIN SMS Access Service - Port Connection - ISDN Access				CAMTP		\$87.29	\$87.29											
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		\$202.08	\$202.08											
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		\$172.26	\$172.26											
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)						\$0.0028												
		AIN SMS Access Service - Session, Per Minute						\$0.0942966												
		AIN SMS Access Service - Comply Performed Session, Per Minute						\$2.07												
AIN - BELLSOUTH AIN TOOLKIT SERVICE																				
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		\$291.41	\$291.41											
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		\$8.333	\$8.3330000											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		\$73.02	\$73.02											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, On-Hook Delay				BAPTD		\$73.02	\$73.02											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		\$73.02	\$73.02											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PDDP				BAPTO		\$150.25	\$150.25											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, ODP				BAPTC		\$150.25	\$150.25											
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		\$150.25	\$150.25											
		AIN Toolkit Service - Query Charge, Per Query						\$0.02509662												
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query						\$0.0062979												
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes				BAPNS		\$1.73												
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS		\$15.93	\$15.93											
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS		\$0.0872769	\$47.35	\$47.35										
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS		\$15.84	\$72.15	\$72.15										
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES		\$0.0029092	\$47.35	\$47.35										
ODU/EDU/ADU/FC/MS																				
ACCESS DAILY USAGE FILE (ADUF)																				
		ADUF - Message Processing, per message						\$0.004												
		ADUF - Data Transmission (CONNECT/DIRECT), per message						\$0.001												
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF - Message Processing, per message						\$0.004												
		OPTIONAL DAILY USAGE FILE (ODUF)						\$0.0002862												

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES						OSS RATES					
							Nonrecurring	Nonrecurring	Disconnect	SONECS	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI
							Rate	First	Addl	First	Addl	SONECS	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI
		2-Wire VG Loop/Port Combo - Zone 1		1			\$20.71											
		2-Wire VG Loop/Port Combo - Zone 2		2			\$29.35											
		2-Wire VG Loop/Port Combo - Zone 3		3			\$37.68											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	\$17.02											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	\$25.66											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	\$33.99											
		2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$3.69							\$43.19		\$9.91		
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5											
		FEATURES																
		All Features Offered			UEPRG	UEPVF	\$6.29	\$0.0	\$0.0					\$43.19		\$9.91		
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
		Local Number Portability (1 per port)			UEPBX	LNFCX	\$0.35											
		All Features Offered			UEPBX	UEPVF	\$6.29	\$0.0	\$0.0					\$43.19		\$9.91		
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2	\$1.59	\$0.40						\$43.19		\$9.91		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change Database Update			UEPBX	USACC	\$1.59	\$0.40						\$43.19		\$9.91		
		ADDITIONAL NRCS																
		2-Wire Voice Grade Loop/line Port Combination - Subsequent Activity			UEPBX	USAS2								\$43.19		\$9.91		
		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		1			\$20.71											
		2-Wire VG Loop/Port Combo - Zone 2		2			\$29.35											
		2-Wire VG Loop/Port Combo - Zone 3		3			\$37.68											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$17.02											
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$25.66											
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$33.99											
		2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$3.69							\$43.19		\$9.91		
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5											
		FEATURES																
		All Features Offered			UEPRG	UEPVF	\$6.29	\$0.0	\$0.0					\$43.19		\$9.91		
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES							
							Rec	First	Addl	Disconnect	SONEG	SOMN	SOMN	SOMN	SOMN	SOMN		
		4-Wire DS1 Loop / 4-Wire DDT'S Trunk Port - Subseqt Chan Activation / Chan- 2 Way DID w User Trans			UEPDC	UDTTE		Rec	First	Addl	Disconnect							
		BIPOLAR 8 ZERO SUBSTITUTION			UEPDC	CCOSF			\$29.01	\$29.01								
		88ZS - Superframe Format			UEPDC	CCOEF			\$0.0	\$605.00								
		88ZS - Extended Superframe Format			UEPDC	CCOEF			\$0.0	\$605.00								
		Alternate Mark Inversion			UEPDC	MCOSE				\$0.00	\$0.00							
		AMI - Superframe Format			UEPDC	MCOPO				\$0.00	\$0.00							
		AMI - Extended Superframe Format			UEPDC	MCOPO				\$0.00	\$0.00							
		Telephone Number/Trunk Group Establishment Charges			UEPDC	UDTGX				\$0.00								
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGY				\$0.00								
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGSZ				\$0.00								
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGSZ				\$0.00								
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ				\$0.00	\$0.00							
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4				\$0.00								
		DID Numbers, Non-Consecutive DID Numbers, Per Number			UEPDC	ND5				\$0.00								
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6				\$0.00								
		Reserve DID Numbers			UEPDC	NDV				\$0.00	\$0.00							
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDT'S Trunk Port			UEPDC	1LNO1				\$94.98	\$216.27	\$162.70	\$0.00					
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNOA				\$0.7598	\$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNO2				\$0.0000	\$0.00							
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNOB				\$0.7598	\$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNO3				\$0.0000	\$0.00							
		Interoffice Channel Mileage - Fixed rate 26+ miles (Facilities Termination)			UEPDC	1LNO3				\$0.7598	\$0.00	\$0.00						
		Interoffice Channel Mileage - Additional rate per mile - 26+ miles			UEPDC	1LNO3				\$0.0000	\$0.00							
		Local Number Portability, per DSU Activated			UEPDC	LNPCP				\$3.15	\$0.00	\$0.00						
		Central Office Terminating Point			UEPDC	CTG				\$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																
		UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC				\$113.59	\$0.00	\$0.00						
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC				\$194.29	\$0.00	\$0.00						
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC				\$327.36	\$0.00	\$0.00						
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24				\$103.47	\$0.00	\$0.00						
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48				\$206.94	\$0.00	\$0.00						
		96 DSO Channel Capacity - 1 per 4 DS1s			UEPMG	VUM96				\$413.88	\$0.00	\$0.00						
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144				\$620.82	\$0.00	\$0.00						
		192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM192				\$827.76	\$0.00	\$0.00						
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240				\$1,034.70	\$0.00	\$0.00						
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288				\$1,241.64	\$0.00	\$0.00						

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES				OSS RATES								
							Rec	First	Addl	Disc	Nonrecuring	Disconnect	SOMEG	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	\$1,655.52	\$0.00	\$0.00										
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	\$2,069.40	\$0.00	\$0.00										
		576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	\$2,483.28	\$0.00	\$0.00										
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	\$2,897.16	\$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 Addtl after the minimum system configuration is counted.																	
		NRC - Conversion (Currently Combined) with or without Balisouth Allowed Changes			UEPMG	USAC4	\$0.00	\$301.62	\$16.76										
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia Only																	
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	\$0.00	\$717.71	\$225.81	\$149.08	\$17.69								
		Bipolar & Zero Substitution																	
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	\$0.00	\$0.00	\$666.00										
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	\$0.00	\$0.00	\$605.00										
		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			UEPPX	UEPCX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00								
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00								
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEPIX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00								
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$0.86	\$0.00	\$0.00	\$0.00	\$0.00								
		Feature Activations - Unbundled Loop Concentration																	
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	IPQWM	\$0.70	\$25.45	\$13.44	\$4.20	\$4.17								
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	IPQWU	\$0.70	\$78.31	\$18.46	\$69.37	\$11.60								
		Telephone Number/Group Establishment Charges for DID Service																	
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00												
		Establish 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										
		Local Number Portability																	
		Local Number Portability - 1 per port			UEPPX	LNPCP	\$3.15	\$0.00	\$0.00										

UNBUNDLED NETWORK ELEMENTS
South Carolina

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES					
							Rec	Frt	Adrt	Discomnt	SOMEG	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI
							Nonrecuring				Nonrecuring					
							Rec	Frt	Adrt	Discomnt	SOMEG	SOMNI	SOMNI	SOMNI	SOMNI	SOMNI
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		\$0.0	\$0.0							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1				\$31.02								
		2-Wire VG Loop/Port Combo - Zone 2		2				\$39.66								
		2-Wire VG Loop/Port Combo - Zone 3		3				\$47.99								
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX		\$17.02								
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX		\$25.66								
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX		\$33.99								
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL		\$14.00	\$90.00	\$90.00						
		2-Wire voice unbundled port with Caller + E494 ID - bus			UEPBX	UEPBC		\$14.00	\$90.00	\$90.00						
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO		\$14.00	\$90.00	\$90.00						
		2-Wire voice Grade unbundled South Carolina extended local dialing party port with Caller ID - bus			UEPBX	UEPAZ		\$14.00	\$90.00	\$90.00						
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB		\$14.00	\$90.00	\$90.00						
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPBX	LNPCX		\$0.35								
		FEATURES														
		NONRECURRING CHARGES - CURRENTLY COMBED														
		ADDITIONAL NRCS														
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		\$0.0	\$0.0							
		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		1				\$31.02								
		2-Wire VG Loop/Port Combo - Zone 2		2				\$39.66								
		2-Wire VG Loop/Port Combo - Zone 3		3				\$47.99								
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX		\$17.02								
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX		\$25.66								
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX		\$33.99								
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD		\$14.00	\$90.00	\$90.00				\$43.19	\$9.91	
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRG	LNPCP		\$3.15								
		FEATURES														
		NONRECURRING CHARGES - CURRENTLY COMBED														
		ADDITIONAL NRCS														
		2 Wire Loop/Line Side Port Combination - Nonfeature - Subsequent Activity-Nonrecuring						\$0.0	\$0.0							

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES																			
							Rec	Fmt	Adrt	Fmt	Adrt	Disconnect	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3			UDC	UDC2X	\$27.82	\$228.82	\$152.42	\$110.01	\$21.63															
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP		2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3			UHL	UHL2X	\$13.82	\$270.01	\$234.63	\$74.54	\$39.14															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL2W	\$18.82	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3			UHL	UHL2X	\$14.15	\$270.01	\$234.63	\$74.54	\$39.14															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL2W	\$18.50	\$270.01	\$234.63	\$74.54	\$39.14															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3			UHL	UHL4X	\$13.93	\$279.60	\$244.22	\$74.54	\$39.14															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3			UHL	UHL4X	\$18.20	\$279.60	\$244.22	\$74.54	\$39.14															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$13.93	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$18.2	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP		2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41															

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	RATES												
							Nonrecurring						Disconnect						OSS RATES
							Rec	First	Adtl	First	Adtl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Unbundled Contact Name - Provisioning Only - no rate			UJA,UGC L,UDC,U DL,UDN, UEA,UH L,U,C	UNEON													
		Unbundled Sub-loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UD N,UCL,U DC	USBFQ													
		Unbundled Sub-loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,US L,UCL,U DL	USBFR													
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF													
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF													
		HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1LSND		\$9.19											
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	1JF3PX		\$374.24		\$695.67		\$304.5		\$234.83		\$170.16		\$36.84	
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1LSND		\$9.19											
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1		\$389.35		\$695.37		\$304.5		\$215.82		\$151.15		\$36.84	
		LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMK1W				\$100.00		\$100.00							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMK1P				\$100.00		\$100.00							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		\$0.6888											
		LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA		\$100.00		\$150.00		\$0.0		\$150.00		\$0.0		\$0.0	
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB		\$25.00		\$150.00		\$0.0		\$150.00		\$0.0		\$0.0	
		Line Sharing Splitter, Per System 8 Line Capacity			ULS	ULSD8		\$6.33		\$150.00		\$0.0		\$150.00		\$0.0		\$0.0	
		Line Sharing - per Line Activation			ULS	ULSDC		\$0.61		\$40.00		\$21.39		\$35.06		\$10.79		\$20.35	
		Line Sharing - per Subsequent Activity per Line Rearrangement			ULS	ULSDS				\$30.00		\$15.00						\$20.35	
		UNBUNDLED TRANSPORT																	
		COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU						\$0.000064											
		Common Transport - Facilities Termination Per MOU						\$0.0003871											
		NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			UTVX	1LSXX		\$0.0174											
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			UTVX	UTVZ		\$18.53		\$55.39		\$17.37		\$27.96		\$3.51		\$20.35	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month			UTVX	1LSXX		\$0.0174										\$20.35	
																		\$21.09	
																		\$9.80	
																		\$10.54	

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring	Discontinuing	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
							First	Addl	First	Addl	Svc Order Submitted Etc per LSR	Svc Order Submitted Manually per LSR	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-ADT	Incremental Charge- Manual Svc Order vs. Electronic-Dis-1st	Incremental Charge- Manual Svc Order vs. Electronic-Dis-ADT
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					Rec \$0.0024	First	Addl							
		AIN SMS Access Service - Session, Per Minute					\$0.0820133									
		AIN SMS Access Service - Company Performed Session, Per Minute					\$2.27									
		AIN - BELLSOUTH AIN TOOLKIT SERVICE														
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup						\$132.04		\$132.04						
		AIN Toolkit Service - Training Session, Per Customer						\$7.915		\$7.915.0000						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt						\$31.21		\$31.21						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay						\$31.21		\$31.21						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate						\$31.21		\$31.21						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POP						\$85.24		\$85.24						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP						\$85.24		\$85.24						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code						\$85.24		\$85.24						
		AIN Toolkit Service - Query Charge, Per Query						\$0.021882		\$0.021882						
		AIN Toolkit Service - Type 1 Node Change, Per AIN Toolkit Subscription, Per Node, Per Query						\$0.0054774		\$0.0054774						
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						\$1.50		\$1.50						
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription						\$17.43		\$33.52						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription						\$0.1921116		\$36.23						
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription						\$17.35		\$33.52						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription						\$0.0511435		\$36.23						
		ODUF/EODUF/ADUF/CMS														
		OPTIONAL DAILY USAGE FILE (ODUF)														
		ODUF - Recording, per message						\$0.0000044		\$0.0000044						
		ODUF - Message Processing, per message						\$0.027386		\$0.027386						
		ODUF - Message Processing, per Magnetic Tape provisioned						\$52.75		\$52.75						
		ODUF - Data Transmission (CONNECT/DIRECT), per message						\$0.0000339		\$0.0000339						
		ENHANCED EXTENDED LINK (EELS)														
		NOTE: New EELS available in State of Georgia, densely zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA.														
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As is Charge.														
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)														
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order (No Switch As is Charge)														

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecuring	Discontinuing	SOME C	SOME M	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-1st			
							Rec	First	Addl	First	Addl	SOME C	SOME M	SOME M	SOME M	SOME M	SOME M
		STS1 Interface or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		\$52.73	\$24.62	\$9.12	\$9.12			\$20.35	\$21.09	\$9.8	\$10.54
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCCV	UL DVZ	\$19.02										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCCV	UL DV4	\$20.56										
		Local Channel - Dedicated - DS1 Per Month			UNCCX	UL DF1	\$40.00										
		OPERATIONAL SUPPORT SYSTEMS															
		NOTE: (1) Electronic Service Order - CLEC-1 should contact the contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions															
		NOTE: (1) Continued - The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge															
		NOTE: (1) Concluded - CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.															
		NOTE: (2) Manual Service Order charge - disconnect, in the state of Florida, to be billed on a per LSR basis															
		Electronic OSS Charge, per LSR, submitted via BST's OSS Interactive Interfaces (Regional)				SOME C	\$3.50										
		UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Res.			UEPSR	UEPAQ	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (ACZ)			UEPSR	UEPAH	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (EZR)			UEPSR	UEPAK	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (LACN)			UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MFZX)			UEPSR	UEPAN	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2WR)			UEPSR	UEPAO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Subsequent Activity			UEPSR	USASC	\$0.0	\$0.0	\$0.0								
		FEATURES															
		All Available Vertical Features			UEPSR	UEPVF	\$0.0	\$0.0	\$0.0					\$20.35	\$10.54	\$13.32	\$1.40
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller ID-E44 ID - Bus.			UEPSB	UEPBC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BOS	USOC	RATES													
							Nonrecurring						Discount						OSS RATES	
							Rec	First	Adrt	First	Adrt	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.					\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Bus.					\$1.89	\$9.93	\$8.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - 2-Wire VG unbundled incoming only Port with Caller ID - Bus					\$1.89	\$9.93	\$8.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)					\$1.89	\$9.93	\$8.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)					\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)					\$1.89	\$9.93	\$8.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		Subsequent Activity					\$0.0	\$0.0	\$0.0											
		FEATURES																		
		All Available Vertical Features					\$0.0	\$0.0	\$0.0				\$20.35	\$10.54	\$13.32	\$1.40				
		EXCHANGE PORT RATES (DID & PBX)																		
		Exchange Ports - 2-Wire DID Port					\$8.97	\$47.75	\$47.01	\$9.21	\$8.47		\$20.35	\$10.54	\$13.32	\$1.40				
		Exchange Ports - DDI/TS Port - 4-Wire DST Port with DID capability					\$35.74	\$75.93	\$38.15	\$8.77	\$8.04		\$19.99	\$19.99	\$19.99	\$19.99				
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)					\$16.26	\$30.23	\$29.49	\$4.10	\$4.10		\$41.43	\$42.17	\$9.80	\$9.80				
		NOTE: Transmitter/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 Ports - 2-Wire ISDN Port -- Channel Profiles					\$0.00	\$0.00	\$0.00	\$38.46	\$36.98		\$40.69	\$42.17	\$9.07	\$10.54				
		Exchange Ports - 4-Wire ISDN DST Port					\$75.04	\$148.66	\$147.18	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire VG Unbundled 2-Way PBX Trunk - Res					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire TN Outward Calling Plan PBX Trunk - Bus					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled PBX LD Terminal Ports					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 1-Way PBX Tennessee Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 2-Way PBX Usage Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled PBX Tol Terminal Hotel Ports					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled PBX LD DDD Terminal Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard DDO Capable Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 1-Way PBX Hotel/Hospital Economy Room Calling Port TN Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40				

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BGS	USOC	RATES				OSS RATES						
							Nonrecurring	Disconnect	SOMEC	SOMAN	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-Addl	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-Addl			
							Rec	First	Addl	First	Addl	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-Addl	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-Addl
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)															
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)					UEPCO	UEPTB									
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)					UEPCO	UEPRP	\$1.88								
		2-Wire Coin 2-Way with Operator Screening: 900/976, 1+DDD, 011+, and Local (NC, TN)					UEPCO	UEPTA	\$1.88								
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)					UEPCO	UEPCA	\$1.88								
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)					UEPCO	UEPTC	\$1.88								
		2-Wire 2-Way Straddle with 900/976 (all states except LA)					UEPCO	UEPOT	\$1.88								
		2-Wire Coin Outward Straddle with 900/976 (all states except LA)					UEPCO	UEPCK	\$1.88								
		ADDITIONAL UNE COIN PORT/LOOP (RC)					UEPCO	UEPCR	\$1.88								
		UNE Coin Port/Loop Combo Usage (Flat Rate)					UEPCO	URECU	\$3.45	\$0.0	\$0.0						
		Local Number Portability (1 per port)					UEPCO	LNPCX	\$0.35								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is					UEPCO	USAC2	\$1.03	\$0.29	\$0.29						
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					UEPCO	USACC	\$1.03	\$0.29	\$0.29						
		2-Wire Voice Grade Loop / Line Port Combination - Subsequent Activity					UEPCO	USAS2	\$0.0	\$0.0	\$0.0						
		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							\$18.38								
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2							\$19.87								
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3							\$24.78								
		2-Wire Analog Voice Grade Loop - (S12) - UNE Zone 1					UEPPX	UEC01	\$9.60	\$75.06	\$48.20	\$28.70	\$17.64	\$19.99	\$19.99	\$19.99	\$19.99
		2-Wire Analog Voice Grade Loop - (S12) - UNE Zone 2					UEPPX	UEC01	\$1.09	\$75.06	\$48.20	\$28.70	\$17.64	\$19.99	\$19.99	\$19.99	\$19.99
		2-Wire Analog Voice Grade Loop - (S12) - UNE Zone 3					UEPPX	UEC01	\$16.00	\$75.06	\$48.20	\$28.70	\$17.64	\$19.99	\$19.99	\$19.99	\$19.99
		Exchange Ports - 2-Wire DID Port					UEPPX	UEP01	\$8.78	\$47.75	\$47.01	\$9.21	\$8.47	\$19.99	\$19.99	\$19.99	\$19.99
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is					UEPPX	USAC1	\$8.76	\$8.76	\$5.75			\$19.99	\$19.99	\$19.99	\$19.99
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes					UEPPX	USATC	\$8.76	\$8.76	\$5.75			\$19.99	\$19.99	\$19.99	\$19.99
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)					UEPPX	NDT	\$0.00	\$0.00	\$0.00			\$19.99	\$19.99	\$19.99	\$19.99
		Additional DID Numbers for each Group of 20 DID Numbers					UEPPX	ND4	\$0.00	\$0.00	\$0.00			\$19.99	\$19.99	\$19.99	\$19.99
		DID Numbers - Non-consecutive DID Numbers - Per Number					UEPPX	ND5	\$0.00	\$0.00	\$0.00			\$19.99	\$19.99	\$19.99	\$19.99
		Reserve Non-Consecutive DID Numbers					UEPPX	ND6	\$0.00	\$0.00	\$0.00			\$19.99	\$19.99	\$19.99	\$19.99
		Reserve DID Numbers					UEPPX	NDV	\$0.00	\$0.00	\$0.00			\$19.99	\$19.99	\$19.99	\$19.99
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)					UEPPX	LNPCP	\$3.15								
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES						OSS RATES					
							Nonrecuring			Disconnect			Svc Order Submitted Elic per LSR	Svc Order Submitted Manually per LSR	Incremental Charge- Manual Svc Order vs. Electronic-1st	Incremental Charge- Manual Svc Order vs. Electronic-ADT	Incremental Charge- Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge- Manual Svc Order vs. Electronic-Disc ADT
							Rec	First	Adrt	First	Adrt	SOME1	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4-Wire DS1 Digital Loop - UNE Zone 3			3	UEPDC USLDC	\$98.59	\$313.08	\$219.72	\$96.86	\$40.45			\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DDTIS Digital Trunk Port				UEPDC UDD1T	\$35.55	\$75.93	\$38.15					\$19.99	\$19.99	\$19.99	\$19.99	
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Switchbasis				UEPDC USAQ4		\$312.91	\$312.91					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Conversion with DS1 Changes				UEPDC USAWA		\$312.91	\$312.91					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Conversion with Change - Trunk				UEPDC USAWB		\$312.91	\$312.91					\$19.99	\$19.99	\$19.99	\$19.99	
		ADDITIONAL NRCS																
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Service Activity Per Service Order				UEPDC USASA		\$94.88	\$94.88									
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk				UEPDC UDTTA		\$108.67	\$108.67					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk				UEPDC UDTTB		\$108.67	\$108.67					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/out DID				UEPDC UDTTC		\$108.67	\$108.67					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subseqn Chan Activation Per Chan - Inward Trunk with DID				UEPDC UDTTD		\$108.67	\$108.67					\$19.99	\$19.99	\$19.99	\$19.99	
		4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subseqn Chan Activation / Chan - 2-Way DID w User Trans				UEPDC UDTTE		\$108.67	\$108.67					\$19.99	\$19.99	\$19.99	\$19.99	
		BIPOLAR & ZERO SUBSTITUTION																
		B82S - Superframe Format				UEPDC CCOSF		\$0.0	\$590.00					\$19.99	\$19.99	\$19.99	\$19.99	
		B82S - Extended Superframe Format				UEPDC CCOEF		\$0.0	\$590.00					\$19.99	\$19.99	\$19.99	\$19.99	
		Alternate Mark Inversion																
		AMI - Superframe Format				UEPDC MCOSF		\$0.00	\$0.00									
		AMI - Extended Superframe Format				UEPDC MCOP0		\$0.00	\$0.00									
		Telephone Number/Trunk Group Establishment Charges																
		Telephone Number for 2-Way Trunk Group				UEPDC UDTGX		\$0.00										
		Telephone Number for 1-Way Outward Trunk Group				UEPDC UDTGY		\$0.00						\$19.99				
		Telephone Number for 1-Way Inward Trunk Group w/out DID				UEPDC UDTGZ		\$0.00						\$19.99				
		DID Numbers for each Group of 20 DID Numbers				UEPDC ND4		\$0.00						\$19.99				
		DID Numbers, Non- consecutive DID Numbers, Per Number				UEPDC ND5		\$0.00						\$19.99				
		Reserve Non-Consecutive DID Nos.				UEPDC ND6		\$0.00	\$0.00									
		Reserve DID Numbers				UEPDC NDV		\$0.00	\$0.00					\$19.99				
		Dedicated DS1 (Interoffice Channel Mileage) - FY/CO for 4-Wire DS1 Digital Loop with 4-Wire DDTIS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)				UEPDC 1LND1	\$75.83	\$145.98	\$109.85	\$19.66	\$14.99			\$19.99	\$19.99	\$19.99	\$19.99	

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Inetm	Zone	BCS	USOC	RATES				OSS RATES							
							Rec	First	Addl	Disconect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	\$14.00	\$90.00	\$90.00									
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 2-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTZ	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 2-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTA	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX Tol Terminal Hotel Ports			UEPPX	UEPXB	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPYD	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Gagable Port			UEPPX	UEPYE	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPYL	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPYM	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPYN	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPYO	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled PBX Callcenter and Memphis Calling Port			UEPPX	UEPYU	\$14.00	\$90.00	\$90.00									
		2-Wire Voice Unbundled 2-Way PBX Tennessee Region/Service Calling Port			UEPPX	UEPYV	\$14.00	\$90.00	\$90.00									
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LINCP	\$3.15											
		FEATURES																
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop Line Port Combination - Switch-As-Is			UEPPX	USAC2	\$41.50	\$41.50	\$41.50									
		2-Wire Voice Grade Loop Line Port Combination - Switch with Change			UEPPX	USACC	\$41.50	\$41.50	\$41.50									
		ADDITIONAL NCS																
		2-Wire Voice Grade Loop Line Port Combination - Subsequent			UEPPX	USAS2	\$0.0	\$0.0	\$0.0									
		2-Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecuring					\$0.0	\$0.0	\$0.0									
		PBX Subsequent Activity - Change/Rearrange/Multiline Hunt Group					\$14.64	\$14.64	\$14.64									
		2-WIRE VOICE GRADE LOOP WITH 2 WIRE ANALOG LINE COIN PORT																
		LINE PORT/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo - Zone 1					\$26.48											
		2-Wire VG Coin Port/Loop Combo - Zone 2					\$30.31											
		2-Wire VG Coin Port/Loop Combo - Zone 3					\$35.32											
		LINE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	\$12.48											
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX 2	\$16.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX 3	\$21.32											
		2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator - Screening and without Blocking (TN)			UEPCO	UEPTB	\$14.00	\$90.00	\$90.00									
		2-Wire Coin 2-Way with Operator - Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	\$14.00	\$90.00	\$90.00									
		2-Wire Coin 2-Way with Operator - Screening and 011 Blocking (TN)			UEPCO	UEPTA	\$14.00	\$90.00	\$90.00									
		2-Wire Coin 2-Way with Operator - Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	\$14.00	\$90.00	\$90.00									
		2-Wire Coin Outward with Operator - Screening and 011 Blocking (TN)			UEPCO	UEPTC	\$14.00	\$90.00	\$90.00									
		2-Wire Coin Outward with Operator - Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	\$14.00	\$90.00	\$90.00									
		LOCAL NUMBER PORTABILITY																

Attachment 3

Local Interconnection

TABLE OF CONTENTS

1. Network Interconnection.....3

2. Interconnection Trunking and Routing.....8

3. Network Design and Management for Interconnection.....12

4. Parity in Ordering and Provisioning14

5. Local Dialing Parity.....15

6. Interconnection Compensation15

7. Frame Relay Service.....22

8. Operational Support Systems (OSS) Rates22

Rates Exhibit A

Basic Architecture.....Exhibit B

One-Way Trunking Architecture.....Exhibit C

Two-Way Trunking Architecture.....Exhibit D

Supergroup ArchitectureExhibit E

Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. Network Interconnection

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 OneTone must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of OneTone originated local, intraLATA toll and transit traffic. If OneTone chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, OneTone must establish Points of Interconnection at all BellSouth access and local tandems where OneTone NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and OneTone End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is OneTone's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
 - 1.2.1 In order for OneTone to home its NPA/NXX(s) on a BellSouth Tandem, OneTone's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.
- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

- 1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and OneTone's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:
1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 2. It is a point where BellSouth and OneTone can verify and maintain specific performance objectives.
 3. It is specified according to the interface offered in the applicable tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
 4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. OneTone's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem shall not be used to interconnect for the exchange of Switched Access Traffic or intraLATA toll.
- 1.6 OneTone, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to OneTone for call transport and termination by OneTone.
- 1.7 The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of traffic other than Transit Traffic. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities transporting Transit Traffic.
- 1.8 **Interconnection via Purchase of Facilities**
- 1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this

Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

- 1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.3 For the purposes of this Attachment, 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 Point of Presence.
- 1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 1.9 **BellSouth Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of OneTone-originated local and intraLATA toll traffic transported by BellSouth by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, OneTone must still establish Points of Interconnection at all BellSouth access tandems where OneTone NXXs are "homed". If OneTone does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, OneTone can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where OneTone does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and nondiscriminatory Ordering Guidelines.
- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on OneTone's NXX Access Tandem homing arrangement as specified by OneTone in the national Local Exchange Routing Guide (LERG).

- 1.9.2 For OneTone -originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 1.9.3 With MTA, for the delivery of OneTone's local and ISP bound traffic, OneTone will be accessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation rate to which the Parties have agreed in Section 6.1.2. In the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions.
- 1.9.4 To the extent OneTone does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, OneTone must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent OneTone does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.
- 1.10 **Local Tandem Interconnection.** This interconnection arrangement allows OneTone to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of OneTone-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.
- 1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, OneTone must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, OneTone may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. OneTone may deliver local 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 OneTone does not choose to establish a Point of Interconnection. It is OneTone's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to OneTone's codes. Likewise, OneTone shall obtain its routing information from the LERG.

- 1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, OneTone must also establish Points of Interconnection to BellSouth access tandems within the LATA on which OneTone 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 cannot 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.)
- 1.10.3 BellSouth's provisioning of local tandem interconnection assumes that OneTone has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 1.11 **Fiber Meet**
- 1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).
- 1.11.2 If OneTone elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, OneTone and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, OneTone's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
- 1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.11.4 OneTone shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the OneTone Interconnection Wire Center ("OneTone Wire Center").
- 1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable OneTone to deliver, fiber optic facilities into the Point of Interface with

sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to OneTone, Point of Interface to BellSouth).

- 1.11.6 OneTone shall deliver and maintain such strands wholly at its own expense. Upon verbal request by OneTone, BellSouth shall allow OneTone access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e., the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the Parties' applicable Access Service tariffs (e.g., the BellSouth Interstate or Intrastate Access Services Tariff).
- 1.11.10 The term "Special Access Service" means the offering of dedicated facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area.

2. Interconnection Trunking and Routing

- 2.1 BellSouth and OneTone shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Sections 2.4 and 2.5 of this attachment.
- 2.2 Any OneTone interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to OneTone from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require OneTone to submit a

Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and OneTone not addressed in Exhibit A shall be as set forth in the appropriate intrastate or interstate tariff for switched access services of the Parties. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. OneTone shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. If a Party chooses to interconnect using two-way trunking, that Party shall initiate such two-way trunking request. The quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.
2. The Point of Interface will be located at a mutually agreed upon location.
3. BellSouth and OneTone will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.
4. OneTone will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and OneTone.
5. BellSouth and OneTone will agree on traffic engineering parameters that will be used in the engineering of the trunk groups. BellSouth will provide the same quality of service that it provides to itself.
6. BellSouth and OneTone agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team and OneTone's Vice President of Engineering .
7. Establishing a two-way trunk group does not preclude BellSouth or OneTone from adding one-way trunk groups within the same Local Calling Area.
8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.
9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and OneTone will be

responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.5 **BellSouth Access Tandem Interconnection Architectures**

2.5.1 BellSouth Access Tandem Interconnection provides intra-tandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.5.2 Basic Architecture

2.5.2.1 In this architecture, OneTone's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between OneTone and BellSouth access tandem(s) within a LATA. This group carries intra-tandem Transit Traffic between OneTone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which OneTone desires interconnection and has the proper contractual arrangements. This group also carries OneTone originated inter-tandem 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 and intraLATA Toll traffic is transported on a single one-way trunk group terminating to OneTone. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.5.3 One-Way Trunking Architecture

2.5.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries OneTone-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for OneTone end-users. A third two-way trunk group is established for OneTone's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between OneTone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which OneTone desires interconnection and has the proper contractual arrangements. This group also carries OneTone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.5.4 Two-Way Trunking Architecture

2.5.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between OneTone and BellSouth. To establish this architecture, OneTone and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for OneTone's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between OneTone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which OneTone desires interconnection and has the proper contractual arrangements. This group also carries OneTone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.5.5 Supergroup Architecture

2.5.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and OneTone's Transit Traffic is exchanged on a single two-way trunk group between OneTone and BellSouth. To establish this architecture, OneTone and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intra-tandem Transit Traffic between OneTone and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which OneTone desires interconnection and has the proper contractual arrangements. This group also carries OneTone originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.6 OneTone may establish interconnection at BellSouth end offices for the delivery of OneTone originated local and intraLATA toll traffic destined for BellSouth end-users served by that end-office.

2.6.1 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to OneTone, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements OneTone displays in the LERG. Likewise, if

OneTone interconnects to a BellSouth end office for delivery of OneTone originated traffic, OneTone will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.6.2 The Parties shall utilize direct end office trunking under the following conditions:

(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 or an alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between OneTone and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a OneTone switching center and a BellSouth end office, that Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a OneTone switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between

OneTone's switching center and BellSouth's end office exceeds or is forecasted to exceed two DS1s of local traffic per month. In the case of one way trunking from OneTone, additional trunking shall be required when its traffic volume has achieved the preceding threshold. Additionally, in the case of one-way trunks from BellSouth, additional trunking may be requested by either party when its traffic volume has achieved a single DS1 of local traffic per month.

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

2.7 Switched Access traffic will be delivered to and by IXCs based on OneTone's NXX Access Tandem homing arrangement as specified by OneTone in the national Local Exchange Routing Guide (LERG).

2.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design and Management for Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or

networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 3.2 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. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection. BellSouth shall provide interconnection facilities that meet the same technical criteria and service standards used in BellSouth’s own network including the probability of blocking in peak hours and transmission standards.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks.
- 3.6 **Forecasting Requirements**
- 3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to

provide as accurate reciprocal trunking forecasts as possible to OneTone, OneTone must inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If State refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth annual estimated percentage of BellSouth's subscriber line growth.

- 3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- 3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time ordered. However, if one Party cannot meet an order at the time ordered, it will use its best efforts to meet such order within 180 days of the requested time.
- 3.7 Signaling Call Information. BellSouth and OneTone will send and receive 10 digits for local traffic. Additionally, BellSouth and OneTone 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.

4. Parity in Ordering and Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, OneTone local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. Interconnection Compensation

6.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-Bound Traffic, excluding access traffic.

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 ISP-bound Traffic is defined as calls to an Information Service Provider or Internet Service Provider ("ISP") that are dialed using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic.

6.1.2 The Parties will compensate each other on a bill and keep basis for the transport and termination of Local Traffic and ISP-bound traffic.

6.1.5 Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

- 6.2 Unidentifiable traffic. Unidentifiable traffic. OneTone shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. OneTone end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to OneTone for termination on the OneTone's network, if BellSouth cannot determine, because of the manner in which OneTone has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if OneTone can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and OneTone shall provide a positive report updating the PLU. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.4 Percentage Interstate Usage. For combined interstate and intrastate OneTone traffic terminated by BellSouth over the same facilities, OneTone will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to OneTone. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.5 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 OneTone shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished 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 auditors paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage 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 PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to Tennessee.

- 6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 6.6.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices 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 agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.
- 6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.7 Compensation for IntraLATA Toll Traffic

6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA, but is not treated as local or EAS traffic under this Attachment.

6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or state Commission. The appropriate charges will be determined by the routing of the call. 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 originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

6.7.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff, as filed and effective with the FCC or appropriate State Commission.

6.7.4 Records for 800 Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.

6.7.5 800 Access Screening. Should OneTone require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. OneTone shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. OneTone will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is

an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.8 Mutual Provision of Switched Access Service

6.8.1

Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. 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), shall not be compensated as local.

6.8.2

When BellSouth and OneTone provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC 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 the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic, including traffic terminated to ported numbers via INP and non-geographic NPAs. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary, by mutual agreement of the Parties.

6.8.3

In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete

documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

- 6.8.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.8.5 Each 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.
- 6.8.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.8.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.
- 6.8.8 The Initial Billing 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 Company 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 Company. Each company 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.
- 6.9 **Transit Traffic Service.** Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one carrier's network that is switched and transported by the other Party and terminates on a third carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination rates as set forth in the providing Party's Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. OneTone is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any

compensation to the terminating carrier as a result of providing the transit function. Further, OneTone agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of OneTone for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.9.2 Except for as provided in 6.9.3, transit charges shall only be assessed on the originating carrier and shall not be assessed on the terminating carrier.

6.9.3 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

7. Frame Relay Service

7.1 OneTone and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service.

8. Operational Support Systems (OSS) Rates

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

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH

Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN
---	-----------------------------	------------------

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring 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.

Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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

Basic Architecture

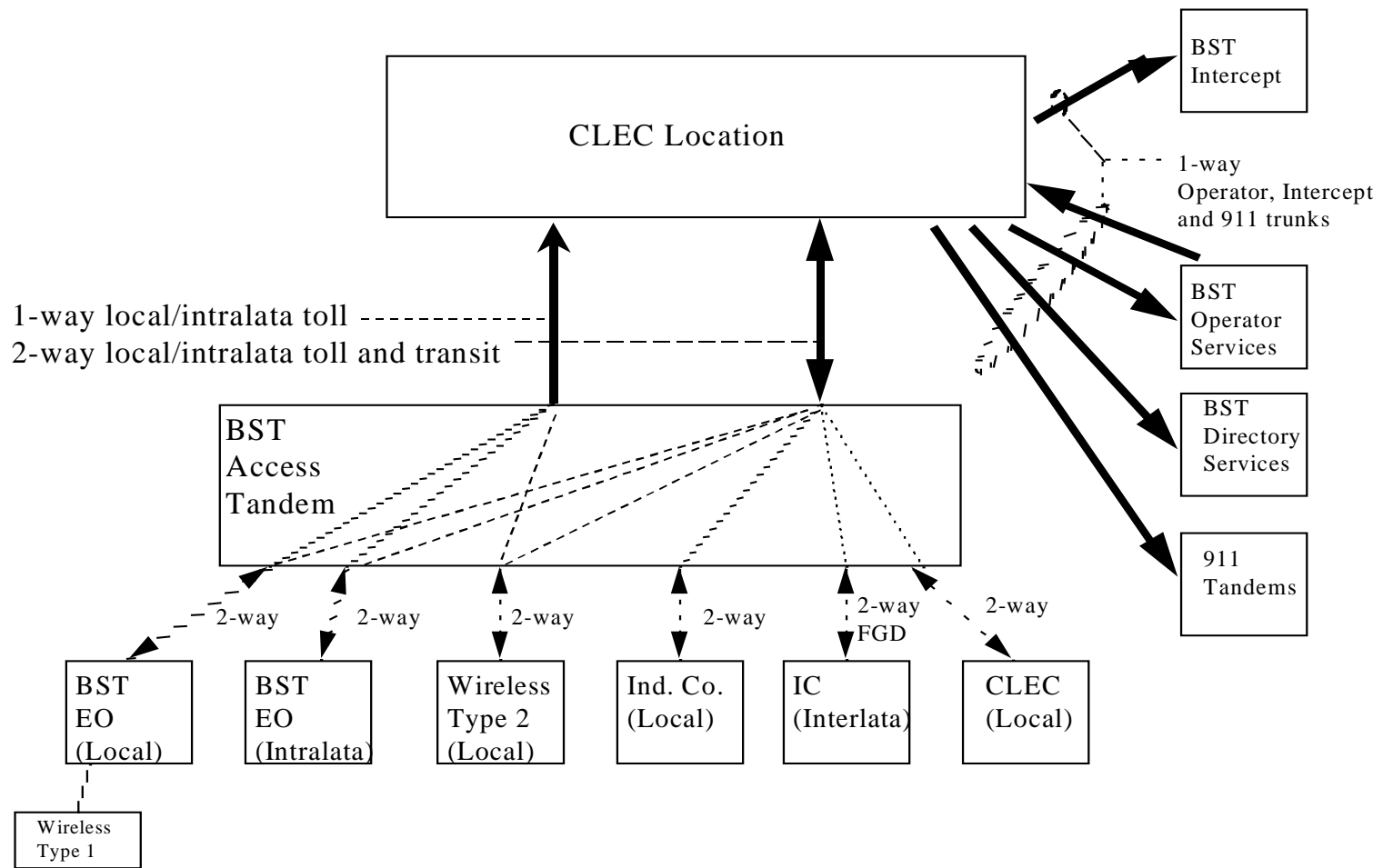


Exhibit B

One-Way Trunking Architecture

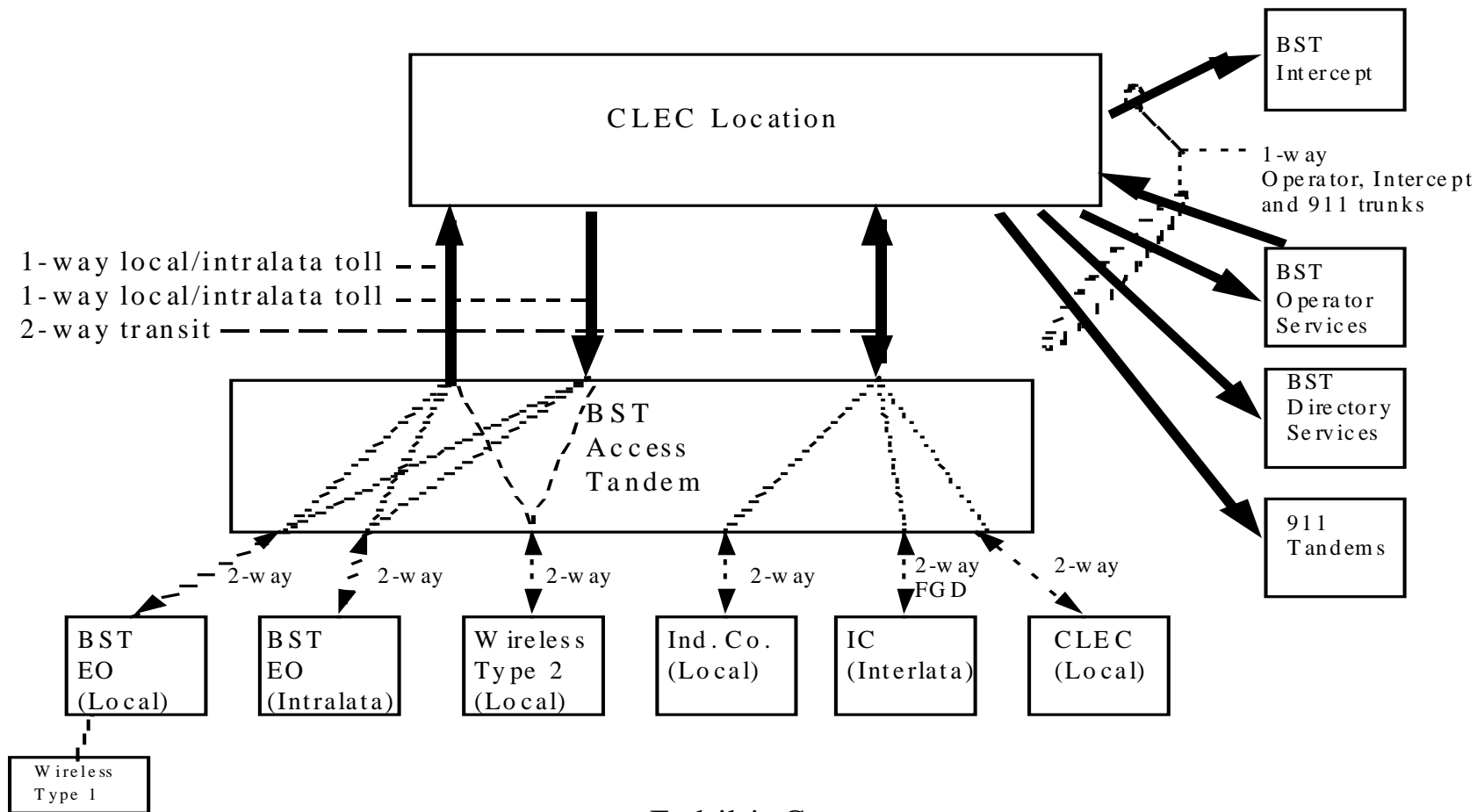


Exhibit C

Two-Way Trunking Architecture

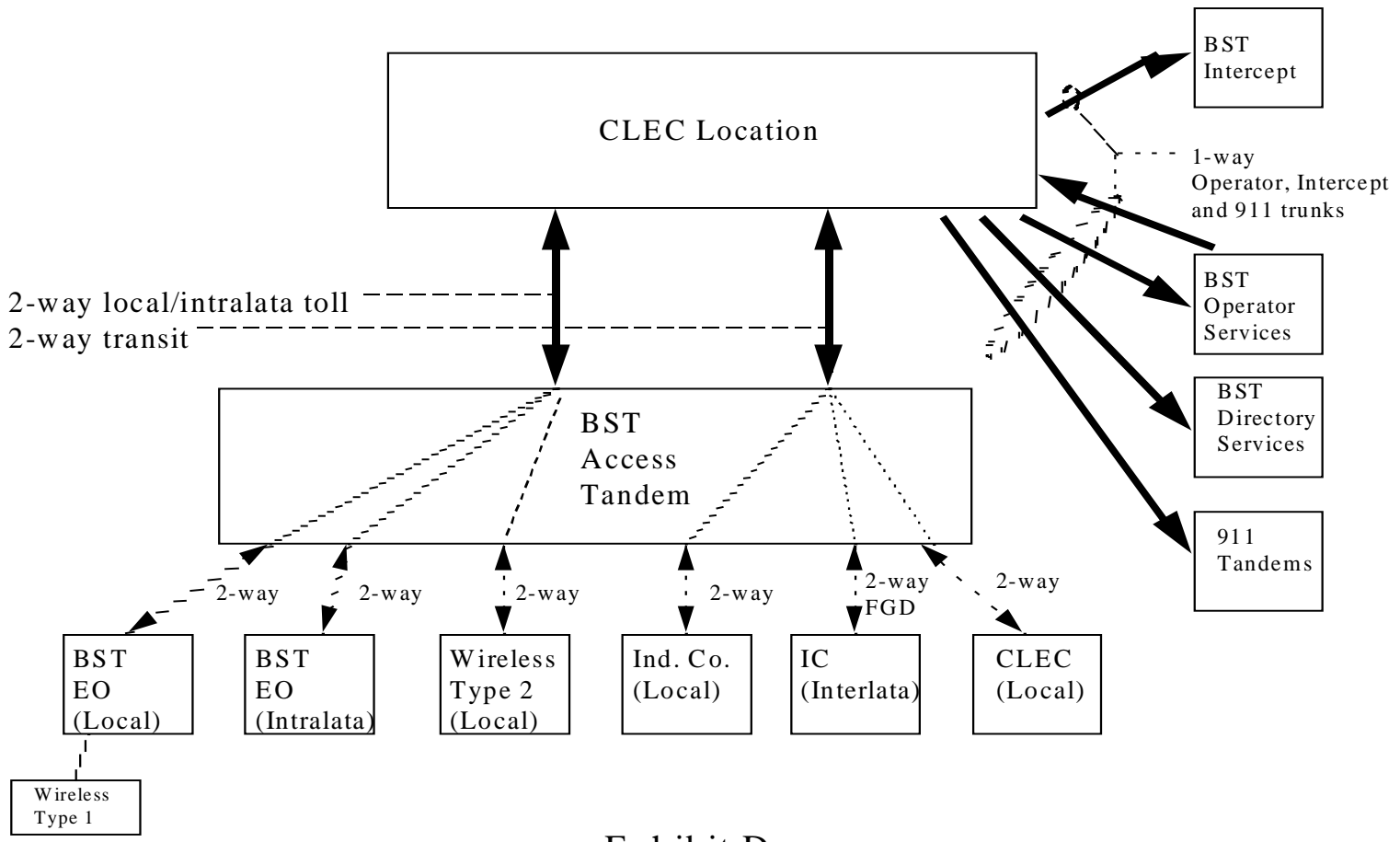


Exhibit D

SuperGroup Architecture

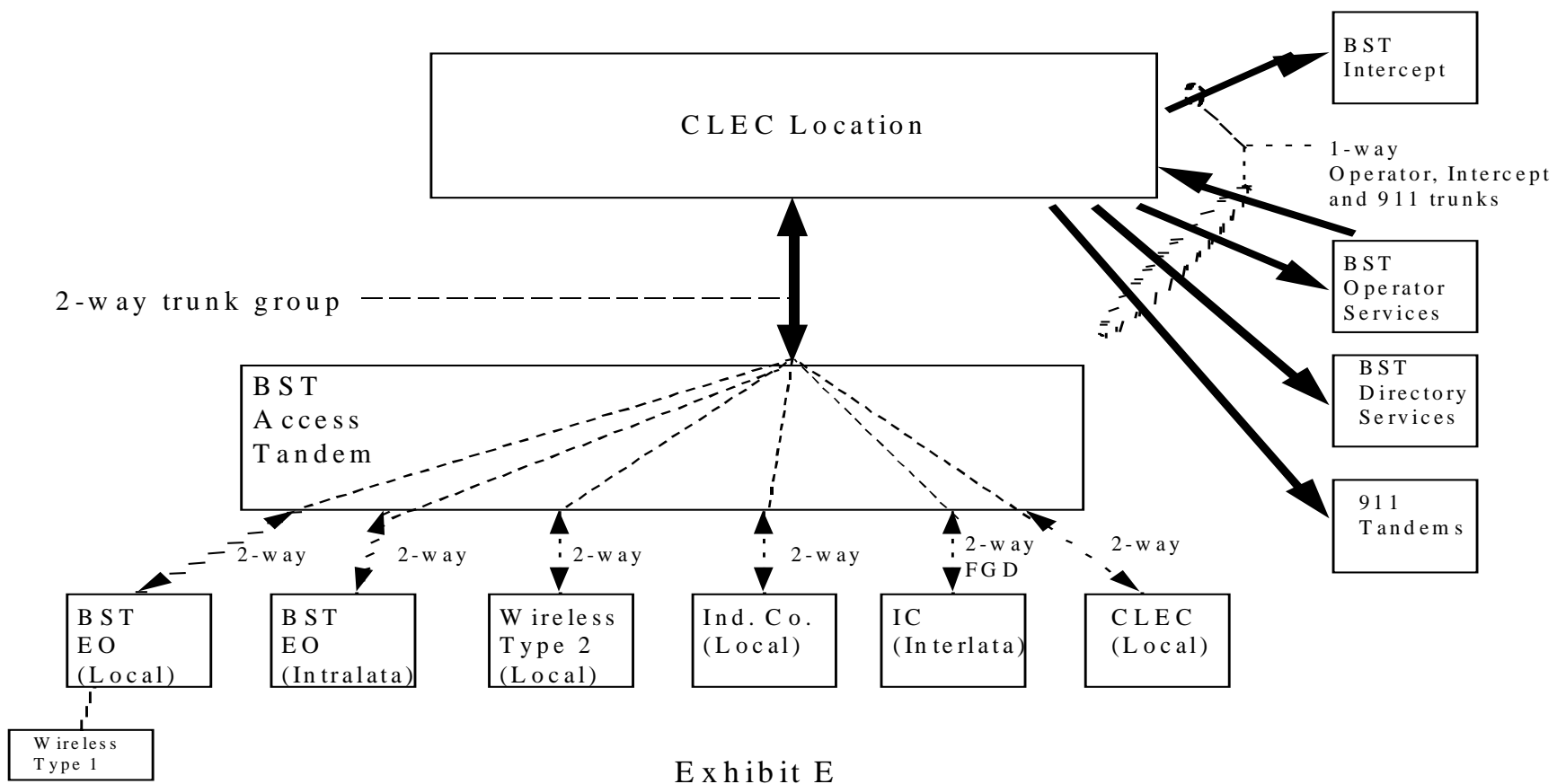


Exhibit E

BELLSOUTH/OneTone RATES
LOCAL INTERCONNECTION

		RATES BY STATE									
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
COMPENSATION											
Year 2000 Per Mou Rate for Local Interconnection and ISP-Bound Traffic	N/A	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020	\$0.0020
Year 2001 Per Mou Rate for Local Interconnection and ISP-Bound Traffic	N/A	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175	\$0.00175
Year 2002 Per Mou Rate for Local Interconnection and ISP-Bound Traffic	N/A	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR TRANSIT TRAFFIC AND MTA											
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	NA	\$0.0023771	\$0.0017	\$0.0019295	\$0.0019	
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA	
Tandem Switching, per mou	N/A	\$0.0063	\$0.0029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676	
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA	
Tandem Local Interconnection, per mou (includes end office switching element)		NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA	
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA	
Local Intermediary, per mou (applies to transit traffic only)		NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA	
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA	
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)											
TRUNK PORT CHARGE											
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff. At such time as BellSouth develops a cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such cost based rates and shall true up such charges in accordance with this Attachment.											
		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
INTEROFFICE TRANSPORT											
Common (Shared) Transport											
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004	
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036	
Interoffice Channel Transport - Dedicated - VG											
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L;5XF	\$0.03390	NA	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.0173	
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L;5XF	\$18.49	NA	\$17.07	NA	\$19.10	NA	\$18.00	\$21.42	\$18.33	
NRC - 1st	1L;5XF	\$144.27	NA	\$79.61	NA	\$104.23	NA	\$137.48	\$136.44	\$83.35	
NRC - Add'l	1L;5XF	\$54.15	NA	\$36.08	NA	\$39.91	NA	\$52.58	\$51.37	\$20.88	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.54	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63	
Interoffice Channel Transport - Dedicated - VG - Kentucky & Mississippi											
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5NF	NA	NA	NA	\$0.03	NA	\$0.0323	NA	NA	NA	
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA	
NRC - Facility Termination -1st	1L5NF	NA	NA	NA	\$142.31	NA	\$144.77	NA	NA	NA	
NRC - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	\$56.06	NA	NA	NA	
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA	
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS											
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	\$0.0339	\$0.0252	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.17	

BELLSOUTH/OneTone RATES
LOCAL INTERCONNECTION

		RATES BY STATE									
DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	\$17.81	\$21.33	\$16.45	NA	\$18.37	NA	\$17.40	\$20.71	\$17.74
	NRC - 1st	1L5XK	\$144.27	\$137.15	\$79.61	NA	\$104.23	NA	\$137.48	\$136.44	\$83.35
	NRC - Add'l	1L5XK	\$54.15	\$64.45	\$36.08	NA	\$39.91	NA	\$52.58	\$51.37	\$20.88
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi											
	DS0 - per mile	1L5NK	NA	NA	NA	\$0.03	NA	\$0.0323	NA	NA	NA
	DS0 - Facility Termination	1L5NK	NA	NA	NA	\$26.95	NA	\$20.64	NA	NA	NA
	NRC - Facility Termination - 1st	1L5NK	NA	NA	NA	\$142.31	NA	\$144.77	NA	NA	NA
	NRC - Facility Termination - Add'l	1L5NK	NA	NA	NA	\$56.21	NA	\$56.06	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$37.21	NA	\$36.86	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS1											
	Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	\$0.69	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	\$0.7598	\$0.3525
	Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83
	NRC - 1st	1L5XL	\$223.59	\$45.91	\$147.07	NA	\$160.49	NA	\$217.17	\$216.27	\$166.53
	NRC - Add'l	1L5XL	\$168.60	\$44.18	\$111.75	NA	\$123.03	NA	\$163.75	\$162.70	\$124.84
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$30.15
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	NA	\$26.20	NA	\$38.07	\$39.63	\$31.63
Interoffice Channel Transport - Dedicated - DS1 - Kentucky & Mississippi											
	Interoffice Transport - Dedicated - DS1 - per mile per month	1L5NL	NA	NA	NA	\$0.45	NA	\$0.6598	NA	NA	NA
	Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA
	NRC - Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$222.81	NA	NA	NA
	NRC - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	\$168.92	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	NA	NA	\$36.83	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	NA	NA	\$36.86	NA	NA	NA
Interoffice Channel Transport - Dedicated - DS3											
	Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	\$12.56	\$10.22	\$6.53	NA	\$14.04	NA	\$12.98	\$19.08	\$5.89
	Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	\$771.60	\$984.55	\$725.53	NA	\$1,101.00	NA	\$720.38	\$960.82	\$760.20
	NRC - 1st	1L5XM	\$961.93	\$772.93	\$778.80	NA	\$713.57	NA	\$794.94	\$941.07	\$729.27
	NRC - Add'l	1L5XM	\$532.45	\$435.92	\$439.62	NA	\$404.36	NA	\$579.55	\$503.72	\$411.98
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	NA	\$77.41	NA	\$71.19	NA	\$91.26	\$92.52	\$75.98
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	NA	\$77.41	NA	\$71.19	NA	\$91.26	\$92.52	\$75.98
Interoffice Channel Transport - Dedicated - DS3 - Kentucky & Mississippi											
	Interoffice Channel Transport - Dedicated - DS3 - per mile										
	Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5NM	NA	NA	NA	\$12.62	NA	\$15.02	NA	NA	NA
	NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	\$1,204.00	NA	\$744.38	NA	NA	NA
	NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	\$946.23	NA	\$812.30	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	NA	NA	NA	\$516.89	NA	\$596.55	NA	NA	NA
	NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA	NA	NA	\$93.12	NA	\$64.97	NA	NA	NA
Local Channel - Dedicated											
Local Channel - Dedicated - 2-Wire VG											
	Monthly Recurring	TEFV2	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.82	\$16.83	\$19.02
	NRC - 1st	TEFV2	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$553.80	\$554.00	\$254.14
	NRC - Add'l	TEFV2	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$86.69	\$88.58	\$28.96
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.54	\$41.57	\$42.17	\$43.75	\$33.65
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	NA	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84

BELLSOUTH/OneTone RATES
LOCAL INTERCONNECTION

		RATES BY STATE									
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
Local Channel - Dedicated - 4-Wire VG											
Monthly Recurring	TEFV4	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14	
NRC - 1st	TEFV4	\$581.14	\$477.33	\$368.44	\$585.15	\$407.11	\$573.83	\$562.23	\$562.46	\$257.05	
NRC - Add'l	TEFV4	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$92.67	\$91.57	\$30.34	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$29.54	\$41.57	\$42.17	\$43.64	\$33.65	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$12.76	\$13.55	\$23.84	
Local Channel - Dedicated - DS1											
Monthly Recurring	TEFHG	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27	
NRC - 1st	TEFHG	\$549.85	\$246.50	\$356.15	\$538.95	\$396.86	\$588.53	\$534.48	\$534.81	\$343.71	
NRC - Add'l	TEFHG	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$462.69	\$462.81	\$277.86	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$86.15	\$87.99	\$23.51	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	\$1.77	\$3.11	\$21.75	
Local Channel - Dedicated - DS3											
Monthly Recurring	TEFHJ	\$559.98	\$630.65	\$558.51	\$697.89	\$696.07	\$533.33	\$498.87	\$602.18	\$633.15	
NRC - 1st	TEFHJ	\$1,106.14	\$879.42	\$882.03	\$1,091.00	\$811.30	\$569.08	\$562.25	\$1,091.00	\$829.52	
NRC - Add'l	TEFHJ	\$676.66	\$542.41	\$545.85	\$661.23	\$502.09	\$534.58	\$527.88	\$654.13	\$512.23	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$53.03	
CHANNELIZATION											
DS3 Channelization (DS3 to DS1)											
per Channelized System per month	SATCS	\$210.87	\$213.22	\$173.51	\$236.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59	
NRC - 1st	SATCS	\$355.25	\$280.12	\$284.43	\$425.41	\$259.76	\$356.80	\$351.95	\$423.77	\$265.08	
NRC - Add'l	SATCS	\$245.86	\$196.07	\$199.98	\$303.33	\$182.64	\$247.40	\$243.76	\$295.21	\$185.94	
NRC -1sr - Disconnect	SATCS	\$78.43	\$64.06	\$66.76	NA	\$60.96	\$79.94	\$77.90	NA	\$61.09	
NRC -Add'l - Disconnect	SATCS	\$63.70	\$52.60	\$55.25	NA	\$50.46	\$65.20	\$63.32	NA	\$50.31	
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	\$13.47	NA	\$9.61	NA	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - A	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46	
per Interface per month	SATCO	\$4.53	\$6.31	\$7.13	\$8.52	\$7.55	\$5.58	\$4.61	\$9.69	\$3.91	
NRC - 1st	SATCO	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
NRC - Add'l	SATCO	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
DS1 Channelization (DS1 to DS0)											
per Channelized System per month	SATC1	\$139.58	\$163.88	\$137.97	\$200.01	\$209.87	\$146.87	\$177.72	\$179.81	\$165.21	
NRC - 1st	SATC1	\$269.98	\$208.64	\$212.01	\$302.82	\$193.63	\$271.52	\$267.19	\$304.00	\$197.21	
NRC - Add'l	SATC1	\$163.04	\$126.61	\$129.60	\$184.20	\$118.37	\$164.56	\$161.43	\$178.92	\$119.99	
NRC -1sr - Disconnect	SATC1	\$34.88	\$26.42	\$28.95	NA	\$26.44	\$36.38	\$34.55	NA	\$25.66	
NRC -Add'l - Disconnect	SATC1	\$21.32	\$15.95	\$18.43	NA	\$16.83	\$22.82	\$21.14	NA	\$15.81	
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	SOMAC	\$28.44	NA	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71	
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add'l	SOMAC	\$13.47	NA	\$9.61	\$11.99	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1	SOMAC	\$18.46	NA	\$13.61	NA	\$12.43	\$16.97	\$18.26	NA	\$14.21	
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - A	SOMAC	\$1.50	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46	
DS1 Channization Interfaces											
per OCU-DP(data) card per month(2.4-64kbps)	SATSA	\$2.61	\$3.13	\$2.65	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46	
NRC - 1st	SATSA	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
NRC - Add'l	SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
per VG card per month	SATSA	\$1.26	\$1.78	\$1.48	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25	
NRC - 1st	SATSA	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	

BELLSOUTH/OneTone RATES
LOCAL INTERCONNECTION

			RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Add'l	SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
Local Interconnection Mid-Span Meet											
Local Channel - Dedicated - DS1											
DS1 Monthly Recurring per month	TEFHG	\$17.76	\$22.18	\$19.18	\$21.90	\$21.90	\$19.46	\$17.85	\$18.60	\$20.14	
NRC - DS1 - 1st	TEFHG	\$251.79	\$123.25	\$178.08	\$269.48	\$174.28	\$247.42	\$268.83	\$267.41	\$138.68	
NRC - DS1 - Add'l	TEFHG	\$221.42	\$115.25	\$156.45	\$232.47	\$150.15	\$217.64	\$232.73	\$231.41	\$116.63	
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$23.14	NA	NA	NA	\$12.08	\$23.43	NA	NA	\$16.59	
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$16.09	NA	NA	NA	\$10.66	\$16.51	NA	NA	\$11.15	
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$623.92	\$87.99	\$45.68	
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$0.00	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$1.76	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	\$21.75	
Rates For CLEC-1 Remote Access Concentrator (RAS) Interconnection											
Port Termination charges apply in all cases											
Per DS1 Port Termination:											
Monthly Recurring Per DS1:	TBD	\$133.89	\$151.62	\$133.14	\$150.86	\$150.11	\$162.95	\$133.22	\$147.71	\$146.06	
Non-recurring per DS1:											
Non-recurring initial DS1	TBD	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53	
Non-recurring per additional DS1	TBD	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$40.34	NA	\$18.94	NA	\$26.20	\$36.83	\$38.12	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	\$40.34	NA	\$18.94	NA	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63	
Per DS3 Port Termination:											
Total Monthly Recurring per DS3:	TBD	\$4,130.93	\$4,755.41	\$4,178.21	\$4,687.59	\$4,794.16	\$5,105.69	\$4,237.73	\$4,666.49	\$4,611.99	
Total Non-recurring per DS3:											
Non-recurring initial DS3	TBD	\$961.93	\$772.93	\$778.80	\$946.23	\$713.57	\$812.30	\$798.95	\$941.07	\$729.27	
Non-recurring per additional DS3	TBD	\$532.45	\$435.92	\$439.62	\$516.89	\$404.36	\$596.55	\$582.33	\$503.72	\$411.98	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
See Channelization rates in this Exhibit.											
Switching and Transport:											
In addition to Port Termination charges, these charges apply to BellSouth calls originating from BellSouth rate centers that are "intraLATA toll" to the rate center where CLEC-1's RAS is located.											
Interoffice Transport - Dedicated Per DS1											
Per Mile per month	TBD	\$0.69200	\$0.60130	\$0.45230	\$0.45000	\$0.78310	\$0.65980	\$0.57590	\$0.75980	\$0.35250	
Facility Termination per Month	TBD	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.32	\$94.98	\$75.83	
Non-recurring initial DS1	TBD	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53	
Non-recurring per additional DS1	TBD	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$40.34	NA	\$18.94	NA	\$26.20	\$36.83	\$38.12	\$39.63	\$30.15	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	\$40.34	NA	\$18.94	NA	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63	
Interoffice Transport - Dedicated Per DS3											
Per Mile per month	TBD	\$12.56	\$10.22	\$6.53	\$12.62	\$14.04	\$15.02	\$13.00	\$19.08	\$5.89	
Facility Termination per Month	TBD	\$771.60	\$984.55	\$725.53	\$1,204.00	\$1,101.00	\$744.38	\$720.65	\$960.82	\$760.20	

BELLSOUTH/OneTone RATES
 LOCAL INTERCONNECTION

			RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
Non-recurring initial DS3	TBD	\$961.93	\$772.93	\$778.80	\$946.23	\$713.57	\$812.30	\$798.95	\$941.07	\$729.27	
Non-recurring per additional DS3	TBD	\$532.45	\$435.92	\$439.62	\$516.89	\$404.36	\$596.55	\$582.33	\$503.72	\$411.98	
NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	\$100.19	NA	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
Common Transport:											
Per Mile per MOU	TBD	\$0.0000100	\$0.0000120	\$0.0000080	\$0.0000049	\$0.0000083	\$0.0000091	\$0.0000400	\$0.0000121	\$0.0000400	
Facility Termination - Per MOU	TBD	\$0.0004500	\$0.0005000	\$0.0004152	\$0.0004260	\$0.0004700	\$0.0004281	\$0.0003600	\$0.0004672	\$0.0003600	
Tandem Switching:											
Per MOU	TBD	\$0.0006300	\$0.0002900	\$0.0006757	\$0.0010960	\$0.0043000	\$0.0007834	\$0.0015000	\$0.0006843	\$0.0006760	
Shared trunk port per port per MOU (EO side)	TBD	\$0.0003300	\$0.0003986	\$0.0002126	\$0.0003796	\$0.0003000	\$0.0002834	\$0.0003693	\$0.0004034	\$0.0003904	
Total:	TBD	\$0.0009600	\$0.0006886	\$0.0008883	\$0.0014756	\$0.0046000	\$0.0010668	\$0.0018693	\$0.0010877	\$0.0010664	
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 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when OneTone Telecom, Inc. is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. This Attachment does not apply to Tennessee Caged Collocation which shall be offered pursuant to Attachment 4 – TN. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the 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 of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to OneTone Telecom, Inc. collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow OneTone Telecom, Inc. to occupy that 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 OneTone Telecom, Inc. and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 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 below.
- 1.2.1.1 In all states other than Florida, the size specified by OneTone Telecom, Inc. may contemplate a request for space sufficient to accommodate OneTone Telecom, Inc.’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by OneTone Telecom, Inc. may contemplate a request for space sufficient to accommodate OneTone Telecom, Inc.’s growth within an eighteen (18) month period.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. OneTone Telecom, Inc. will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.4 Use of Space. OneTone Telecom, Inc. shall use the Collocation Space for the purposes of installing, maintaining and operating OneTone Telecom, Inc.’s equipment

- (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.5 Rates and Charges. OneTone Telecom, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.6 Due Dates. In all states other than Georgia, 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.
- 1.7 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 Space Availability Report. Upon request from OneTone Telecom, Inc., BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from OneTone Telecom, Inc. for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification (“CLLI”) code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises 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) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify OneTone Telecom, Inc. and inform OneTone Telecom, Inc. of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow OneTone Telecom, Inc. to collocate OneTone Telecom, Inc.’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow OneTone Telecom, Inc. to have direct

- access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where OneTone Telecom, Inc.'s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, OneTone Telecom, Inc. 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 At OneTone Telecom, Inc.'s expense, OneTone Telecom, Inc. may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, OneTone Telecom, Inc. and OneTone Telecom, Inc.'s Certified Contractor must comply with the more stringent local building code requirements. OneTone Telecom, Inc.'s Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with OneTone Telecom, Inc. and provide, at OneTone Telecom, Inc.'s expense, the documentation, including architectural drawings, necessary for OneTone Telecom, Inc. to obtain the zoning, permits and/or other licenses. OneTone Telecom, Inc.'s Certified Contractor shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the OneTone Telecom, Inc.'s Certified Contractor. OneTone Telecom, Inc. must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access OneTone Telecom, Inc.'s locked enclosure prior to notifying OneTone Telecom, Inc.. Upon request, BellSouth shall construct the enclosure for OneTone Telecom, Inc..
- 3.2.1 BellSouth may elect to review OneTone Telecom, Inc.'s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. OneTone Telecom, Inc. shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews OneTone Telecom, Inc.'s plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review OneTone Telecom, Inc.'s plans and specifications prior to construction, OneTone Telecom, Inc. will be entitled to request BellSouth to review; and in the event OneTone Telecom, Inc. does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require OneTone Telecom, Inc. to remove or correct within seven (7) calendar days at

OneTone Telecom, Inc.'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared (Subleased) Caged Collocation. OneTone Telecom, Inc. may allow other telecommunications carriers to share OneTone Telecom, Inc.'s caged collocation arrangement pursuant to terms and conditions agreed to by OneTone Telecom, Inc. ("Host") and other telecommunications carriers ("Guests") and pursuant to 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. OneTone Telecom, Inc. shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by OneTone Telecom, Inc. 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 OneTone Telecom, Inc..
- 3.3.1 OneTone Telecom, Inc., 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, its employees and agents. BellSouth shall provide OneTone Telecom, Inc. with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, OneTone Telecom, Inc. shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit D, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s Guests 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 adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by OneTone Telecom, Inc. and in conformance with BellSouth's design and construction specifications. Further,

OneTone Telecom, Inc. shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 Should OneTone Telecom, Inc. elect such option, OneTone Telecom, Inc. must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, OneTone Telecom, Inc. and OneTone Telecom, Inc.'s Certified Contractor must comply with the more stringent local building code requirements. OneTone Telecom, Inc.'s Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. OneTone Telecom, Inc.'s Certified Contractor shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by OneTone Telecom, Inc.'s Certified Contractor. OneTone Telecom, Inc. must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access OneTone Telecom, Inc.'s locked enclosure prior to notifying OneTone Telecom, Inc..
- 3.4.2 OneTone Telecom, Inc. must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review OneTone Telecom, Inc.'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews OneTone Telecom, Inc.'s plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review OneTone Telecom, Inc.'s plans and specifications prior to construction, OneTone Telecom, Inc. will be entitled to request BellSouth to review; and in the event OneTone Telecom, Inc. does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require OneTone Telecom, Inc. to remove or correct within seven (7) calendar days at OneTone Telecom, Inc.'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'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. OneTone Telecom, Inc.'s Certified Contractor shall be responsible, at OneTone Telecom, Inc.'s

- expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 4. Occupancy**
- 4.1 Occupancy. BellSouth will notify OneTone Telecom, Inc. in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). OneTone Telecom, Inc. 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, OneTone Telecom, Inc.'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, OneTone Telecom, Inc. may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate OneTone Telecom, Inc.'s right to occupy the Collocation Space in the event OneTone Telecom, Inc. fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, OneTone Telecom, Inc. at its expense shall remove its equipment and other property from the Collocation Space. OneTone Telecom, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of OneTone Telecom, Inc.'s Guests, unless OneTone Telecom, Inc.'s Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. OneTone Telecom, Inc. shall continue payment of monthly fees to BellSouth until such date as OneTone Telecom, Inc., and if applicable OneTone Telecom, Inc.'s Guest, has fully vacated the Collocation Space. Should OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest at OneTone Telecom, Inc.'s expense and with no liability for damage or injury to OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of OneTone Telecom, Inc.'s right to occupy Collocation Space, OneTone Telecom, Inc. shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by OneTone Telecom, Inc. except for ordinary wear and tear, unless otherwise agreed to by the Parties. OneTone Telecom, Inc. or OneTone Telecom, Inc.'s BellSouth Certified Vendor shall be responsible for updating and making any

necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings, ERMA, TIRKS, LFACS, LMOS, COSMOS, and TEOSPS DSX Records. OneTone Telecom, Inc. shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on OneTone Telecom, Inc.'s failure to comply with this section.
- 5.1.2 OneTone Telecom, Inc. shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission 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 that OneTone Telecom, Inc. submits an application for terminations that exceed the total capacity of the collocated equipment, OneTone Telecom, Inc. will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 OneTone Telecom, Inc. 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 Premises.
- 5.3 OneTone Telecom, Inc. shall place a plaque or other identification affixed to OneTone Telecom, Inc.'s equipment necessary to identify OneTone Telecom, Inc.'s equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. OneTone Telecom, Inc. may elect to place OneTone Telecom, Inc.-owned or OneTone Telecom, Inc.-leased fiber entrance facilities into the

- Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. OneTone Telecom, Inc. will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. OneTone Telecom, Inc. will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to OneTone Telecom, Inc.'s equipment in the Collocation Space. In the event OneTone Telecom, Inc. utilizes a non-metallic, riser-type entrance facility, a splice will not be required. OneTone Telecom, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. OneTone Telecom, Inc. is responsible for maintenance of the entrance facilities. At OneTone Telecom, Inc.'s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide OneTone Telecom, Inc. with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to OneTone Telecom, Inc.'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. OneTone Telecom, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to OneTone Telecom, Inc.'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. OneTone Telecom, Inc. must arrange with BellSouth for BellSouth to splice the OneTone Telecom, Inc. provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit D will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between OneTone Telecom, Inc.'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. OneTone Telecom, Inc. shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and

- necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. OneTone Telecom, Inc. or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At OneTone Telecom, Inc.'s option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. OneTone Telecom, Inc. must make arrangements with a Certified Supplier for such placement.
- 5.6 OneTone Telecom, Inc.'s Equipment and Facilities. OneTone Telecom, Inc., or if required by this Attachment, OneTone Telecom, Inc.'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by OneTone Telecom, Inc. which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. OneTone Telecom, Inc. and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to OneTone Telecom, Inc. at least 48 hours before access to the Collocation Space is required. OneTone Telecom, Inc. may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that OneTone Telecom, Inc. will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, OneTone Telecom, Inc. shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. OneTone Telecom, Inc. agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by OneTone Telecom, Inc. and returned to BellSouth Access Management within 15 calendar days of OneTone Telecom, Inc.'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. OneTone Telecom, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of OneTone Telecom, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with OneTone Telecom, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to OneTone Telecom, Inc.'s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to OneTone Telecom, Inc.. OneTone Telecom, Inc. must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date OneTone Telecom, Inc. desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, OneTone Telecom, Inc. may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event OneTone Telecom, Inc. desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit OneTone Telecom, Inc. to access the Collocation Space accompanied by a security escort at OneTone Telecom, Inc.'s expense. OneTone Telecom, Inc. must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. OneTone Telecom, Inc. shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), OneTone Telecom, Inc. shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, OneTone Telecom, Inc. 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 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; 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 OneTone Telecom, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to OneTone Telecom, Inc., which notice shall direct OneTone Telecom, Inc. to cure the violation within forty-eight (48) hours of OneTone Telecom, Inc.'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 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 OneTone Telecom, Inc. fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or 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 appropriate to

- correct the violation, including without limitation the interruption of electrical power to OneTone Telecom, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to OneTone Telecom, Inc. prior to taking such action and shall have no liability to OneTone Telecom, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean 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 OneTone Telecom, Inc. fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to OneTone Telecom, Inc. or, if subsequently necessary, the relevant 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, OneTone Telecom, Inc. 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 section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by OneTone Telecom, Inc. 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 OneTone Telecom, Inc. at any time. Any damage caused to the Collocation Space by OneTone Telecom, Inc.'s employees, agents or representatives during the removal of such property shall be promptly repaired by OneTone Telecom, Inc. at its expense.
- 5.12 Alterations. In no case shall OneTone Telecom, Inc. or any person acting on behalf of OneTone Telecom, Inc. make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by OneTone Telecom, Inc.. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. OneTone Telecom, Inc. shall be responsible for the general upkeep of the Collocation Space. OneTone Telecom, Inc. shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to OneTone Telecom, Inc. 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 Initial Application. For OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) initial equipment placement, OneTone Telecom, Inc. shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). 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 will apply.
- 6.3 Subsequent Application. In the event OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, OneTone Telecom, Inc. shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by OneTone Telecom, Inc. in the Application. Such necessary modifications to the 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.
- 6.3.1 Subsequent Application Fee. The application fee paid by OneTone Telecom, Inc. for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent 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.
- 6.4 Space Availability Notification.
- 6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. With the exception of Georgia, this

- interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify OneTone Telecom, Inc. 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 OneTone Telecom, Inc., or differently configured, OneTone Telecom, Inc. must resubmit its Application to reflect the actual space available.
- 6.4.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by OneTone Telecom, Inc. or differently configured, OneTone Telecom, Inc. must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.4.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify OneTone Telecom, Inc. 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 OneTone Telecom, Inc. or differently configured, OneTone Telecom, Inc. must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies OneTone Telecom, Inc. that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying OneTone Telecom, Inc. that BellSouth has no available space in the requested Premises, BellSouth will allow OneTone Telecom, Inc., upon request, to tour the entire Premises 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 Premises must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi, the above intervals shall be in business days.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). 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 OneTone Telecom, Inc. to inspect any floor 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 Premises 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.
- 6.7.1 In Florida, 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 Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, OneTone Telecom, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. If OneTone Telecom, Inc. has originally requested caged collocation space and cageless collocation space becomes available, OneTone Telecom, Inc. may refuse such space and notify BellSouth in writing within that time that OneTone Telecom, Inc. wants to maintain its place on the waiting list without accepting such space. OneTone Telecom, Inc. may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If OneTone Telecom, Inc. does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove OneTone Telecom, Inc. from the waiting list. Upon request, BellSouth will advise OneTone Telecom, Inc. as to its position on the list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which 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.
- 6.9.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response (“Application Response”) within thirty (30) 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. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable OneTone Telecom, Inc. to place a Firm Order. 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. When OneTone Telecom, Inc. submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.4 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) 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.
- 6.9.5 In Mississippi, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business 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. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications one (1) to five (5); within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. 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.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of OneTone Telecom, Inc. 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 may charge OneTone Telecom, Inc. an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require OneTone Telecom, Inc. to submit the Application with an Application Fee.
- 6.11 Bona Fide Firm Order.
- 6.11.1 In Alabama, Kentucky, North Carolina, and Tennessee, OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when OneTone Telecom, Inc. has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the

- Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application.
- 6.11.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application or the Application will expire.
- 6.11.3 In Mississippi, OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application or the Application will expire.
- 6.11.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of OneTone Telecom, Inc.'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; 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. In the event OneTone Telecom, Inc. submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event OneTone Telecom, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event OneTone Telecom, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for

- unforecasted requests and any interval adjustments will be discussed with OneTone Telecom, Inc. at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, OneTone Telecom, Inc. must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days 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 are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; 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.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and OneTone Telecom, Inc. cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days 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 are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; 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.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, 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). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; 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.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred twenty (120) calendar days from receipt of a Bona Fide Firm Order 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). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; 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.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may

mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.2 Joint Planning. Joint planning between BellSouth and OneTone Telecom, Inc. will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to OneTone Telecom, Inc. during joint planning.
- 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 Acceptance Walk Through. OneTone Telecom, Inc. will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying OneTone Telecom, Inc. that the collocation space is ready for occupancy. In the event that OneTone Telecom, Inc. fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by OneTone Telecom, Inc.. BellSouth will correct any deviations to OneTone Telecom, Inc.'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. OneTone Telecom, Inc. shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. OneTone Telecom, Inc. and OneTone Telecom, Inc.'s BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, OneTone Telecom, Inc. must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide OneTone Telecom, Inc. with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing OneTone Telecom, Inc.'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and OneTone Telecom, Inc. upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying OneTone Telecom, Inc. or any supplier proposed by OneTone Telecom, Inc.. All work performed by or for OneTone Telecom, Inc. shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. OneTone Telecom, Inc. shall be

- responsible for placement, monitoring and removal of environmental and equipment alarms used to service OneTone Telecom, Inc.'s Collocation Space. Upon request, BellSouth will provide OneTone Telecom, Inc. with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by OneTone Telecom, Inc.. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, OneTone Telecom, Inc. may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by OneTone Telecom, Inc., such information will be provided to OneTone Telecom, Inc. in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to OneTone Telecom, Inc. within 180 calendar days of BellSouth's written denial of OneTone Telecom, Inc.'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) OneTone Telecom, Inc. was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then OneTone Telecom, Inc. 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. OneTone Telecom, Inc. 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.
- 7.8 Cancellation. If, at anytime prior to space acceptance, OneTone Telecom, Inc. cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if OneTone Telecom, Inc. cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill OneTone Telecom, Inc. 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 order not been cancelled.
- 7.9 Licenses. OneTone Telecom, Inc., at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7.11 The intervals as set forth above are as depicted in Exhibit B of this Attachment.

8. Rates and Charges

8.1 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 2. Payment of said Application Fee will be due as dictated by OneTone Telecom, Inc.'s current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day OneTone Telecom, Inc. occupies the collocation space, whichever occurs first.

8.2.2 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. OneTone Telecom, Inc. shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event OneTone Telecom, Inc. opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to OneTone Telecom, Inc. as prescribed in this Section 8.

8.2.3 Space Preparation Fee (Florida). Space preparation fees include 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 and per cage for caged collocation. OneTone Telecom, Inc. shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event OneTone Telecom, Inc. opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to OneTone Telecom, Inc. as prescribed in this Section 8.

8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event OneTone Telecom, Inc. opts for non-enclosed space, the space preparation fee will be

- assessed based on the total floor space dedicated to OneTone Telecom, Inc. as prescribed in this Section 8 and will be billed based upon OneTone Telecom, Inc.'s first billing cycle after Firm Order.
- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by OneTone Telecom, Inc. on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event OneTone Telecom, Inc. opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to OneTone Telecom, Inc. as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, OneTone Telecom, Inc. shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, OneTone Telecom, Inc. shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event OneTone Telecom, Inc.'s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, OneTone Telecom, Inc. shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date OneTone Telecom, Inc. first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for OneTone Telecom, Inc.'s Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at OneTone Telecom, Inc.'s option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to OneTone Telecom, Inc.'s equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date OneTone Telecom,

Inc. first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by OneTone Telecom, Inc.'s BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by OneTone Telecom, Inc.'s BellSouth Certified power Supplier. OneTone Telecom, Inc. is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to OneTone Telecom, Inc.'s equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by OneTone Telecom, Inc. must provide BellSouth a copy of the engineering power specification prior to the day on which OneTone Telecom, Inc.'s equipment becomes operational.. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and OneTone Telecom, Inc.'s arrangement area. OneTone Telecom, Inc. shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within OneTone Telecom, Inc.'s arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. OneTone Telecom, Inc. shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, OneTone Telecom, Inc. has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of OneTone Telecom, Inc.'s dedicated power plant results in construction of a new power plant room, upon termination of OneTone Telecom, Inc.'s right to occupy collocation space at such site, OneTone Telecom, Inc. shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If OneTone Telecom, Inc. elects to install its own DC Power Plant, BellSouth shall provide AC power to feed OneTone Telecom, Inc.'s DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include 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 OneTone Telecom, Inc.'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. OneTone Telecom, Inc.'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 D. AC power voltage and phase ratings shall be determined on a per location basis. At OneTone Telecom, Inc.'s option, OneTone Telecom, Inc. may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.6 Security Escort. A security escort will be required whenever OneTone Telecom, Inc. or its approved agent desires access to the entrance manhole or must have access to the Premises 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 D beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and OneTone Telecom, Inc. shall pay for such half-hour charges in the event OneTone Telecom, Inc. fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, OneTone Telecom, Inc. shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to OneTone Telecom, Inc.. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). OneTone Telecom, Inc. will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

- 9.1 OneTone Telecom, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 9.2 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 OneTone Telecom, Inc. 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 Attachment upon thirty (30) days notice to OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s property has been removed from BellSouth's Premises, whichever period is longer. If OneTone Telecom, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from OneTone Telecom, Inc..
- 9.5 OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from OneTone Telecom, Inc.'s insurance company. OneTone Telecom, Inc. shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center

675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s net worth exceeds five hundred million dollars (\$500,000,000), OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall provide audited financial statements to BellSouth thirty (30) 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 OneTone Telecom, Inc. in the event that self-insurance status is not granted to OneTone Telecom, Inc.. If BellSouth approves OneTone Telecom, Inc. for self-insurance, OneTone Telecom, Inc. shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of OneTone Telecom, Inc.'s corporate officers. The ability to self-insure shall continue so long as the OneTone Telecom, Inc. meets all of the requirements of this Section. If the OneTone Telecom, Inc. subsequently no longer satisfies this Section, OneTone Telecom, Inc. 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) days' notice to OneTone Telecom, Inc. 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 OneTone Telecom, Inc.), 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 OneTone Telecom, Inc.'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between OneTone Telecom, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if OneTone Telecom, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide OneTone Telecom, Inc. 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 OneTone Telecom, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each OneTone Telecom, Inc. employee being considered for work on the BellSouth Premises, for the states/counties where the OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall not be required to perform this investigation if an affiliated company of OneTone Telecom, Inc. has performed an investigation of the OneTone Telecom, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if OneTone Telecom, Inc. has performed a pre-employment statewide investigation of criminal history records of the OneTone Telecom, Inc. employee for the states/counties where the OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the OneTone Telecom, Inc. name. BellSouth reserves the right to remove from its premises any employee of OneTone Telecom, Inc. not possessing identification issued by OneTone Telecom, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. OneTone Telecom, Inc. shall be solely responsible for ensuring that any Guest of OneTone Telecom, Inc. is in compliance with all subsections of this Section 12.
- 12.3 OneTone Telecom, Inc. 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.
- 12.4 OneTone Telecom, Inc. shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that OneTone Telecom, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall not knowingly assign to the BellSouth Premises any individual who was a former contractor 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 OneTone Telecom, Inc. employee requiring access to a BellSouth Premises pursuant to this Attachment, OneTone Telecom, Inc. 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 security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, OneTone Telecom, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, OneTone Telecom, Inc. 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.
- 12.6 At BellSouth's request, OneTone Telecom, Inc. shall promptly remove from BellSouth's Premises any employee of OneTone Telecom, Inc. BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of OneTone Telecom, Inc. is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview OneTone Telecom, Inc.'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to OneTone Telecom, Inc.'s Security contact of such interview. OneTone Telecom, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving OneTone Telecom, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves

- the right to bill OneTone Telecom, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that OneTone Telecom, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill OneTone Telecom, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of OneTone Telecom, Inc.'s employees, agents, or contractors and where OneTone Telecom, Inc. agrees, in good faith, with the results of such investigation. OneTone Telecom, Inc. shall notify BellSouth in writing immediately in the event that OneTone Telecom, Inc. 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 Premises, any employee found to have violated the security and safety requirements of this section. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 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 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 causes to such an extent as to be rendered wholly unsuitable for OneTone Telecom, Inc.'s permitted use hereunder, then either Party may elect within ten (10) business 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 OneTone Telecom, Inc.'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 OneTone Telecom, Inc., except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused

by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. OneTone Telecom, Inc. may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If OneTone Telecom, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by OneTone Telecom, Inc.. Where allowed and where practical, OneTone Telecom, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, OneTone Telecom, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for OneTone Telecom, Inc.'s permitted use, until such Collocation Space is fully repaired and restored and OneTone Telecom, Inc.'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where OneTone Telecom, Inc. has placed an Adjacent Arrangement pursuant to Section 3, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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) business days after such taking.

15. Nonexclusivity

- 15.1 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. OneTone Telecom, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for OneTone Telecom, Inc. to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. OneTone Telecom, Inc. will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by OneTone Telecom, Inc. when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the OneTone Telecom, Inc. space with proper notification. BellSouth reserves the right to stop any OneTone Telecom, Inc. work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by OneTone Telecom, Inc. are owned by OneTone Telecom, Inc.. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. or different hazardous materials used by OneTone Telecom, Inc. at BellSouth Facility. OneTone Telecom, Inc. must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by OneTone Telecom, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and OneTone Telecom, Inc. 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 OneTone Telecom, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, OneTone Telecom, Inc. 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. OneTone Telecom, Inc. further agrees to cooperate with BellSouth to ensure that OneTone Telecom, Inc.'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by OneTone Telecom, Inc., its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

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 EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on 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 E/S 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 contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application 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 All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement 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 contractor	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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 60 Cal	91 Bus 90 Cal
Florida	Caged Cageless	15 Calendar Days Same	15 Calendar Days* Same	90 Cal 90 Cal	NA NA
Georgia	Caged Cageless	10 Calendar Days 10 Calendar Days	30 Calendar Days 30 Calendar Days	90 Cal 60 Cal	NA Cal 90 Cal
Kentucky ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus
Louisiana	Caged Cageless	10 Calendar Days* 10 Calendar Days*	30 Calendar Days* 30 Calendar Days*	90 Cal 90 Cal	120 Cal 120 Cal
Mississippi	Caged Cageless	10 Business Days 10 Business Days	30 Business Days* 30 Business Days*	120 Cal 120Cal	180Cal 180 Cal
North Carolina ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus
South Carolina	Caged Cageless	10 Calendar Days 10 Calendar Days	30 Calendar Days* 30 Calendar Days*	90 Cal 90 Cal	NA Cal NA Cal
Tennessee ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
 Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Remote Site Physical Collocation

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when OneTone Telecom, Inc. is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to OneTone Telecom, Inc. Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to OneTone Telecom, Inc. a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by OneTone Telecom, Inc. and agreed to by BellSouth (hereinafter “Remote Collocation Space”). 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 locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by OneTone Telecom, Inc. may contemplate a request for space sufficient to accommodate OneTone Telecom, Inc.’s growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by OneTone Telecom, Inc. may contemplate a request for space sufficient to accommodate OneTone Telecom, Inc.’s growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 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 Agreement. Additionally, where BellSouth notifies OneTone Telecom, Inc. that BellSouth’s agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon OneTone Telecom, Inc.’s request,

- BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for OneTone Telecom, Inc.. OneTone Telecom, Inc. agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for OneTone Telecom, Inc.. 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 Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for OneTone Telecom, Inc. as above, OneTone Telecom, Inc. shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with OneTone Telecom, Inc. in obtaining such permission.
- 1.4 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 vacant space in the Remote Site Location. OneTone Telecom, Inc. will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. OneTone Telecom, Inc. shall use the Remote Collocation Space for the purposes of installing, maintaining and operating OneTone Telecom, Inc.'s equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. OneTone Telecom, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 2. Space Availability Report**
- 2.1 Reporting. Upon request from OneTone Telecom, Inc., BellSouth will provide a written report ("Space Availability Report") 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.
- 2.1.1 The request from OneTone Telecom, Inc. 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 central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If OneTone Telecom, Inc. is unable to obtain the CLLI code, from for example a site visit to the remote site, OneTone Telecom, Inc. may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, OneTone Telecom, Inc. should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. OneTone Telecom, Inc. should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 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. This interval excludes national holidays. 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 calendar day response time, BellSouth shall notify OneTone Telecom, Inc. and inform OneTone Telecom, Inc. of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.
- 3. Collocation Options**
- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow OneTone Telecom, Inc. to collocate OneTone Telecom, Inc.'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow OneTone Telecom, Inc. to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, OneTone Telecom, Inc. must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to **Section 6**, following. Subject to space availability and technical feasibility, at OneTone Telecom, Inc.'s option, OneTone Telecom, Inc. may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. OneTone Telecom, Inc. may allow other telecommunications carriers to share OneTone Telecom, Inc.'s Remote Collocation Space pursuant to terms and conditions agreed to by OneTone Telecom, Inc. ("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. OneTone Telecom, Inc. shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by OneTone Telecom, Inc. 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 OneTone Telecom, Inc..
- 3.3.1 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, OneTone Telecom, Inc. shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit D. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s Guests in the Remote 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 provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where 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 OneTone Telecom, Inc. and in conformance with BellSouth's design and construction specifications. Further, OneTone Telecom, Inc. 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 request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should OneTone Telecom, Inc. elect such an option, OneTone Telecom, Inc. must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent

- Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, OneTone Telecom, Inc. and OneTone Telecom, Inc.'s BellSouth Certified Contractor must comply with local building code requirements. OneTone Telecom, Inc.'s BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. OneTone Telecom, Inc.'s BellSouth Certified Contractor shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s locked enclosure prior to notifying OneTone Telecom, Inc..
- 3.4.2 BellSouth maintains the right to review OneTone Telecom, Inc.'s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require OneTone Telecom, Inc., at OneTone Telecom, Inc.'s sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'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. OneTone Telecom, Inc.'s BellSouth Certified Contractor shall be responsible, at OneTone Telecom, Inc.'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

4.1 Occupancy. BellSouth will notify OneTone Telecom, Inc. in writing that the Remote Collocation Space is ready for occupancy. OneTone Telecom, Inc. must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, OneTone Telecom, Inc. may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

4.2.1 Upon termination of occupancy, OneTone Telecom, Inc. at its expense shall remove its equipment and other property from the Remote Collocation Space. OneTone Telecom, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of OneTone Telecom, Inc.'s Guests, unless OneTone Telecom, Inc.'s Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that OneTone Telecom, Inc. shall continue payment of monthly fees to BellSouth until such date as OneTone Telecom, Inc., and if applicable OneTone Telecom, Inc.'s Guest, has fully vacated the Remote Collocation Space. Should OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest 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 other property of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest at OneTone Telecom, Inc.'s expense and with no liability for damage or injury to OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, OneTone Telecom, Inc. shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the OneTone Telecom, Inc. except for ordinary wear and tear unless otherwise agreed to by the Parties. OneTone Telecom, Inc. shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote 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 unbundled network elements in the provision of telecommunications services.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on OneTone Telecom, Inc.'s failure to comply with these requirements.
- 5.1.2 OneTone Telecom, Inc. 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.
- 5.1.3 OneTone Telecom, Inc. shall place a plaque or other identification affixed to OneTone Telecom, Inc.'s equipment to identify OneTone Telecom, Inc.'s equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All OneTone Telecom, Inc. equipment installation shall comply with BellSouth TR 73503-11, Section 8, "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.
- 5.2 Entrance Facilities. OneTone Telecom, Inc. may elect to place OneTone Telecom, Inc.-owned or OneTone Telecom, Inc.-leased entrance facilities into the Remote Collocation Space from OneTone Telecom, Inc.'s point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. OneTone Telecom, Inc. 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. OneTone Telecom, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable. OneTone Telecom, Inc. is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. OneTone Telecom, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to OneTone Telecom, Inc.'s collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between OneTone Telecom, Inc.'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. OneTone Telecom, Inc. or its agent must perform all required maintenance to OneTone Telecom, Inc. equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 OneTone Telecom, Inc.'s Equipment and Facilities. OneTone Telecom, Inc., or if required by this Attachment, OneTone Telecom, Inc.'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by OneTone Telecom, Inc..
- 5.5 BellSouth's Access to 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.
- 5.6 Access. Pursuant to Section 12, OneTone Telecom, Inc. shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. OneTone Telecom, Inc. agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by OneTone Telecom, Inc. and returned to BellSouth Access Management within fifteen (15) calendar days of OneTone Telecom, Inc.'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. OneTone Telecom, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of OneTone Telecom, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with OneTone Telecom, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 OneTone Telecom, Inc. must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date OneTone Telecom, Inc. desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, OneTone Telecom, Inc. may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event OneTone Telecom, Inc. desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit OneTone Telecom, Inc. to access the Collocation Space accompanied by a security escort at OneTone Telecom, Inc.'s expense. OneTone Telecom, Inc. must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.7 Lost or Stolen Access Keys. OneTone Telecom, Inc. 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 as a result of a lost Access Key(s) or for failure to return an Access Key(s), OneTone Telecom, Inc. shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of OneTone Telecom, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to OneTone Telecom, Inc., which notice shall direct OneTone Telecom, Inc. to cure the violation within forty-eight (48) hours of OneTone Telecom, Inc.'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 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 OneTone Telecom, Inc. fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to OneTone Telecom, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to OneTone Telecom, Inc. prior to taking such action and shall have no liability to OneTone Telecom, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean 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 OneTone Telecom, Inc. fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to OneTone Telecom, Inc. or, if subsequently necessary, the relevant 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, OneTone Telecom, Inc. 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 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by OneTone Telecom, Inc. 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 its status as personality and may be removed by OneTone Telecom, Inc. at any time. Any damage caused to the Remote Collocation Space by OneTone Telecom, Inc.'s employees, agents or representatives shall be promptly repaired by OneTone Telecom, Inc. at its expense.
- 5.10 Alterations. In no case shall OneTone Telecom, Inc. or any person acting on behalf of OneTone Telecom, Inc. 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 without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by OneTone Telecom, Inc.. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. OneTone Telecom, Inc. shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. OneTone Telecom, Inc. shall be responsible for removing any OneTone Telecom, Inc. debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Space Notification**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to OneTone Telecom, Inc. 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 Application for Space. OneTone Telecom, Inc. shall submit a Remote Site Collocation Application when OneTone Telecom, Inc. or OneTone Telecom, Inc.'s

- Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) equipment placement, OneTone Telecom, Inc. shall submit to BellSouth an Application. 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. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.
- 6.4 Subsequent Application In the event OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, OneTone Telecom, Inc. shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by OneTone Telecom, Inc. in the Application. Such necessary modifications to the 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.
- 6.4.1 Subsequent Application Fee. The application fee paid by OneTone Telecom, Inc. for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent 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.
- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit OneTone Telecom, Inc. 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 Remote Site Collocation 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 OneTone Telecom, Inc. of the amount that is available.

- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify OneTone Telecom, Inc. 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 OneTone Telecom, Inc., OneTone Telecom, Inc. must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by OneTone Telecom, Inc., OneTone Telecom, Inc. must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify OneTone Telecom, Inc. 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 OneTone Telecom, Inc., OneTone Telecom, Inc. must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies OneTone Telecom, Inc. that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying OneTone Telecom, Inc. that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow OneTone Telecom, Inc., upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. 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. In Mississippi the above intervals shall be in business days.

- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). 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 OneTone Telecom, Inc. to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 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 Premises 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
- 6.8.1 In Florida, 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. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, OneTone Telecom, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. OneTone Telecom, Inc. may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If OneTone Telecom, Inc. does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove OneTone Telecom, Inc. from the waiting list. Upon request, BellSouth will advise OneTone Telecom, Inc. as to its position on the list.
- 6.9 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 (in Mississippi, 10 business days) of the Denial of Application date. This interval

excludes national holidays. 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.

6.10 Application Response.

6.10.1 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which 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.

6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable OneTone Telecom, Inc. to place a Firm Order. When OneTone Telecom, Inc. submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of OneTone Telecom, Inc. 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 may charge OneTone Telecom, Inc. an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require OneTone Telecom, Inc. to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when OneTone Telecom, Inc. has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide

when OneTone Telecom, Inc. has completed the Application/Inquiry process described in this **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application or the Application will expire.

- 6.12.3 In Mississippi, OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when OneTone Telecom, Inc. has completed the Application/Inquiry process described in Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to OneTone Telecom, Inc.'s Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of OneTone Telecom, Inc.'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.13 BellSouth will permit one accompanied site visit to OneTone Telecom, Inc.'s designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to OneTone Telecom, Inc..

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; 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. In the event OneTone Telecom, Inc. submits a forecast as described in the following section three (3) months

or more prior to the application date, the above intervals shall apply. In the event OneTone Telecom, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event OneTone Telecom, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with OneTone Telecom, Inc. at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, OneTone Telecom, Inc. must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days 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 are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; 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.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and OneTone Telecom, Inc. cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial

- request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days 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 are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; 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.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, 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). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; 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.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order 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). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to,

- extended license or permitting intervals; 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.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 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 OneTone Telecom, Inc. with the estimated completion date in its Response.
- 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 Acceptance Walk Through. OneTone Telecom, Inc. will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying OneTone Telecom, Inc. that the collocation space is ready for occupancy. BellSouth will correct any deviations to OneTone Telecom, Inc.'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. OneTone Telecom, Inc. shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide OneTone Telecom, Inc. with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing OneTone Telecom, Inc.'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and OneTone Telecom, Inc. upon successful completion of installation. The Certified Supplier shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying OneTone Telecom, Inc. or any supplier proposed by OneTone Telecom,

- Inc.. All work performed by or for OneTone Telecom, Inc. shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. OneTone Telecom, Inc. shall be responsible for placement, monitoring and removal of alarms used to service OneTone Telecom, Inc.'s Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit D of this agreement. OneTone Telecom, Inc. may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, OneTone Telecom, Inc. may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by OneTone Telecom, Inc., such information will be provided to OneTone Telecom, Inc. in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to OneTone Telecom, Inc. within 180 calendar days of BellSouth's written denial of OneTone Telecom, Inc.'s request for physical collocation, and (ii) OneTone Telecom, Inc. was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then OneTone Telecom, Inc. may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. OneTone Telecom, Inc. 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.
- 7.8 Cancellation. If, at anytime prior to space acceptance, OneTone Telecom, Inc. cancels its order for the Remote Collocation Space(s), OneTone Telecom, Inc. will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. OneTone Telecom, Inc., at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a

provider of telecommunications services to the public or to occupy the Remote Collocation Space.

- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by OneTone Telecom, Inc.'s current billing cycle and is non-refundable.
- 8.2 Recurring Charges. Recurring charges begin on the date that OneTone Telecom, Inc. executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date OneTone Telecom, Inc. first occupies the Remote Collocation Space, whichever is sooner. If OneTone Telecom, Inc. fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing OneTone Telecom, Inc. for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by OneTone Telecom, Inc.'s current billing cycle.
- 8.3 Rack/Bay Space. The rack/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 OneTone Telecom, Inc.'s equipment. OneTone Telecom, Inc. shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for OneTone Telecom, Inc.'s Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at OneTone Telecom, Inc.'s option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for OneTone Telecom, Inc.'s equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 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 OneTone Telecom, Inc.'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. OneTone Telecom, Inc.'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At OneTone Telecom, Inc.'s option, OneTone Telecom, Inc. may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever OneTone Telecom, Inc. or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, OneTone Telecom, Inc. shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to OneTone Telecom, Inc.. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by OneTone Telecom, Inc.'s current billing cycle. OneTone Telecom, Inc. will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..
9. Insurance
- 9.1 Maintain Insurance. OneTone Telecom, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and

underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 9.2 Coverage. OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 OneTone Telecom, Inc. 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 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall be deemed to be primary. All policies purchased by OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If OneTone Telecom, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from OneTone Telecom, Inc..
- 9.5 Submit certificates of insurance. OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from OneTone Telecom,

Inc.’’s insurance company. OneTone Telecom, Inc. shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth’s fire insurance company. OneTone Telecom, Inc. 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 OneTone Telecom, Inc.’s net worth exceeds five hundred million dollars (\$500,000,000), OneTone Telecom, Inc. may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. OneTone Telecom, Inc. shall provide audited financial statements to BellSouth thirty (30) 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 OneTone Telecom, Inc. in the event that self-insurance status is not granted to OneTone Telecom, Inc.. If BellSouth approves OneTone Telecom, Inc. for self-insurance, OneTone Telecom, Inc. shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of OneTone Telecom, Inc.’s corporate officers. The ability to self-insure shall continue so long as OneTone Telecom, Inc. meets all of the requirements of this Section. If OneTone Telecom, Inc. subsequently no longer satisfies this Section, OneTone Telecom, Inc. is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.
- 9.8 Net worth requirements. 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) days’ notice to OneTone Telecom, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or OneTone Telecom, Inc.), 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 inspection. BellSouth may conduct an inspection of OneTone Telecom, Inc.'s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between OneTone Telecom, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if OneTone Telecom, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide OneTone Telecom, Inc. 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 OneTone Telecom, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each OneTone Telecom, Inc. employee being considered for work on the BellSouth Premises, for the states/counties where the OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall not be required to perform this investigation if an affiliated company of OneTone Telecom, Inc. has performed an investigation of the OneTone Telecom, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if OneTone Telecom, Inc. has performed a pre-employment statewide investigation of criminal history records of the OneTone Telecom, Inc. employee for the states/counties where the OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the OneTone Telecom, Inc. name. BellSouth reserves the right to remove from its premises any employee of

- OneTone Telecom, Inc. not possessing identification issued by OneTone Telecom, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. OneTone Telecom, Inc. shall be solely responsible for ensuring that any Guest of OneTone Telecom, Inc. is in compliance with all subsections of this Section 12.
- 12.3 OneTone Telecom, Inc. 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.
- 12.4 OneTone Telecom, Inc. shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. OneTone Telecom, Inc. 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 access to any OneTone Telecom, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that OneTone Telecom, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall not knowingly assign to the BellSouth Premises any individual who was a former contractor 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 OneTone Telecom, Inc. employee requiring access to a BellSouth Premises pursuant to this Attachment, OneTone Telecom, Inc. 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 security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, OneTone Telecom, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, OneTone Telecom, Inc. 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.

- 12.6 At BellSouth's request, OneTone Telecom, Inc. shall promptly remove from BellSouth's Premises any employee of OneTone Telecom, Inc. BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of OneTone Telecom, Inc. is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview OneTone Telecom, Inc.'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to OneTone Telecom, Inc.'s Security contact of such interview. OneTone Telecom, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving OneTone Telecom, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill OneTone Telecom, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that OneTone Telecom, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill OneTone Telecom, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of OneTone Telecom, Inc.'s employees, agents, or contractors and where OneTone Telecom, Inc. agrees, in good faith, with the results of such investigation. OneTone Telecom, Inc. shall notify BellSouth in writing immediately in the event that the OneTone Telecom, Inc. 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 Premises, any employee found to have violated the security and safety requirements of this section. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 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 Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall OneTone Telecom, Inc., its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

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 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for OneTone Telecom, Inc.'s permitted use hereunder, then either Party may elect within ten (10) business 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 OneTone Telecom, Inc.'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 OneTone Telecom, Inc., except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. OneTone Telecom, Inc. may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If OneTone Telecom, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by OneTone Telecom, Inc.. Where allowed and where practical, OneTone Telecom, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, OneTone Telecom, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for OneTone Telecom, Inc.'s permitted use, until such Remote Collocation Space is fully repaired and restored and OneTone Telecom, Inc.'s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where OneTone Telecom, Inc. has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, OneTone Telecom, Inc. 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 Power of Eminent Domain. 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 OneTone Telecom, Inc. 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) business days after such taking.

15. Nonexclusivity

- 15.1 Attachment is not exclusive. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. OneTone Telecom, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for OneTone Telecom, Inc. to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. OneTone Telecom, Inc. will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by OneTone Telecom, Inc. when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the OneTone Telecom, Inc. space with proper notification. BellSouth reserves the right to stop any OneTone Telecom, Inc. work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by OneTone Telecom, Inc. are owned by OneTone Telecom, Inc.. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. or different hazardous materials used by OneTone Telecom, Inc. at BellSouth Facility. OneTone Telecom, Inc. must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by OneTone Telecom, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and OneTone Telecom, Inc. 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 OneTone Telecom, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, OneTone Telecom, Inc. 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. OneTone Telecom, Inc. further agrees to cooperate with BellSouth to ensure that OneTone Telecom, Inc.'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by OneTone Telecom, Inc., its employees, agents and/or subcontractors.

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

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 EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on 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	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S 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 contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard)

		<ul style="list-style-type: none"> • 29CFR 1910 Subpart O (OSHA Standard)
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"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180Cal
North Carolina ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Attachment 4-TN
Physical Caged Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when OneTone Telecom, Inc. is occupying Caged Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the 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 of this Attachment.

All the rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to Occupy. Subject to this Attachment, BellSouth allows OneTone Telecom, Inc. to occupy that 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 OneTone Telecom, Inc. and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 The size specified by OneTone Telecom, Inc. may contemplate a request for space sufficient to accommodate OneTone Telecom, Inc.'s growth within a two-year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. OneTone Telecom, Inc. will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.4 Use of Space. OneTone Telecom, Inc. shall use the Caged Collocation Space for the purposes of installing, maintaining and operating OneTone Telecom, Inc.'s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.5 Rates and Charges. OneTone Telecom, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.

1.6 OneTone Telecom, Inc. agrees 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 Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit OneTone Telecom, Inc. to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. BellSouth will respond to an application within eight (8) business days as to whether space is available or not available within BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify OneTone Telecom, Inc. of the amount of space that is available and no Planning Fee shall apply. When BellSouth's response includes an amount of space less than that requested by OneTone Telecom, Inc. or differently configured, OneTone Telecom, Inc. must resubmit its Application to reflect the actual space available. If there is no readily available space, BellSouth will so notify OneTone Telecom, Inc. within this eight (8) business day interval and BellSouth will determine whether space can be made available and will notify OneTone Telecom, Inc. within twenty (20) business days of such notification as to whether space is available or not, in accordance with this section.

2.2 Denial of Application. After notifying OneTone Telecom, Inc. that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow OneTone Telecom, Inc., upon request, to tour the entire Premises 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 Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). 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 OneTone Telecom, Inc. to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.4 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or a 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 Premises is out of space, have submitted a Letter of

Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. OneTone Telecom, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that OneTone Telecom, Inc. wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If OneTone Telecom, Inc. does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove OneTone Telecom, Inc. from the waiting list. Upon request, BellSouth will advise OneTone Telecom, Inc. as to its position on the list.

- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

3. Collocation Option

- 3.1 Cages. BellSouth shall construct enclosures in compliance with OneTone Telecom, Inc.'s collocation request subject to BellSouth's construction requirements.
- 3.2 OneTone Telecom, Inc. must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access OneTone Telecom, Inc.'s locked enclosure prior to notifying OneTone Telecom, Inc..
- 3.3 Shared (Subleased) Caged Collocation. OneTone Telecom, Inc. may allow other telecommunications carriers to share OneTone Telecom, Inc.'s caged collocation arrangement pursuant to terms and conditions agreed to by OneTone Telecom, Inc. ("Host") and other telecommunications carriers ("Guests") and pursuant to 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. OneTone Telecom, Inc. shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by OneTone Telecom, Inc. 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 OneTone Telecom, Inc..
- 3.3.1 OneTone Telecom, Inc., as the host CLEC 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, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, OneTone Telecom, Inc. shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Planning Fee will be assessed. A separate initial Guest application shall require the assessment of a subsequent Planning Fee.. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.3.2 OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day OneTone Telecom, Inc.'s equipment becomes operational as described in Article 4.2, following.

- 4.2 Occupancy. BellSouth will notify OneTone Telecom, Inc. in writing that the Collocation Space is ready for occupancy. OneTone Telecom, Inc. must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, OneTone Telecom, Inc.'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:

- 4.3.1 BellSouth may terminate OneTone Telecom, Inc.'s occupancy for OneTone Telecom, Inc.'s failure to comply with any provision of this Agreement.
- 4.3.2 OneTone Telecom, Inc. may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.3 Upon termination of such occupancy, OneTone Telecom, Inc. at its expense shall remove its equipment and other property from the Collocation Space. OneTone Telecom, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of OneTone Telecom, Inc.'s Guests, unless OneTone Telecom, Inc.'s guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. OneTone Telecom, Inc. shall continue payment of monthly fees to BellSouth until such date as OneTone

Telecom, Inc. has fully vacated the Collocation Space. Should OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest at OneTone Telecom, Inc.'s expense and with no liability for damage or injury to OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of OneTone Telecom, Inc.'s right to occupy Collocation Space, OneTone Telecom, Inc. shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by OneTone Telecom, Inc. except for ordinary wear and tear, unless otherwise agreed to by the Parties. OneTone Telecom, Inc. shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on OneTone Telecom, Inc.'s failure to comply with this section.

5.1.2 OneTone Telecom, Inc. shall not request more DS0, DS1 and DS3 terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission 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 that OneTone Telecom, Inc. submits an application for terminations that exceed the total capacity of the collocated equipment, OneTone Telecom, Inc. will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 OneTone Telecom, Inc. shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 OneTone Telecom, Inc. shall place a plaque or other identification affixed to OneTone Telecom, Inc.'s equipment necessary to identify OneTone Telecom, Inc.'s equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. OneTone Telecom, Inc. may elect to place OneTone Telecom, Inc.-owned or OneTone Telecom, Inc.-leased fiber entrance facilities into the splice location. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. OneTone Telecom, Inc. will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. OneTone Telecom, Inc. will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to OneTone Telecom, Inc.'s equipment in the Collocation Space. OneTone Telecom, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. OneTone Telecom, Inc. is responsible for maintenance of the entrance facilities.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide OneTone Telecom, Inc. with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to OneTone Telecom, Inc.'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. OneTone Telecom, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to OneTone Telecom, Inc.'s collocation arrangement within the same BellSouth Premises. OneTone Telecom, Inc. must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to OneTone Telecom, Inc.-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between OneTone Telecom, Inc.'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a OneTone Telecom, Inc. provided Point of Termination Bay (POT Bay) in a common area within the Premises. OneTone Telecom, Inc. shall be responsible for providing, and a supplier certified by BellSouth ("OneTone

- Telecom, Inc.'s Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between OneTone Telecom, Inc.'s collocation space and the demarcation point. OneTone Telecom, Inc. or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4 OneTone Telecom, Inc.'s Equipment and Facilities. OneTone Telecom, Inc., or if required by this Attachment, OneTone Telecom, Inc.'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by OneTone Telecom, Inc. which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. OneTone Telecom, Inc. and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to OneTone Telecom, Inc. at least 48 hours before access to the Collocation Space is required. OneTone Telecom, Inc. may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that OneTone Telecom, Inc. will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, subsequent to Firm Order OneTone Telecom, Inc. shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. OneTone Telecom, Inc. agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by OneTone Telecom, Inc. and returned to BellSouth Access Management within 15 calendar days of OneTone Telecom, Inc.'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. OneTone Telecom, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of OneTone Telecom, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with OneTone Telecom, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.6.1 Lost or Stolen Access Keys. OneTone Telecom, Inc. shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result

- of a lost Access Key(s) or for failure to return an Access Key(s), OneTone Telecom, Inc. shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, OneTone Telecom, Inc. shall not use any product or service provided under this Attachment, 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 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; 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 OneTone Telecom, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to OneTone Telecom, Inc., which notice shall direct OneTone Telecom, Inc. to cure the violation within forty-eight (48) hours of OneTone Telecom, Inc.'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 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 OneTone Telecom, Inc. fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or 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 appropriate to correct the violation, including without limitation the interruption of electrical power to OneTone Telecom, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to OneTone Telecom, Inc. prior to taking such action and shall have no liability to OneTone Telecom, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean 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 OneTone Telecom, Inc. fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to OneTone Telecom, Inc. or, if subsequently necessary, the relevant 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, OneTone Telecom, Inc. 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 section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by OneTone Telecom, Inc. 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 OneTone Telecom, Inc. at any time. Any damage caused to the Collocation Space by OneTone Telecom, Inc.'s employees, agents or representatives during the removal of such property shall be promptly repaired by OneTone Telecom, Inc. at its expense.
- 5.9 Alterations. In no case shall OneTone Telecom, Inc. or any person acting on behalf of OneTone Telecom, Inc. make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by OneTone Telecom, Inc.. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and a Planning Fee, pursuant to sub-section 6.2.2.
- 5.10 Janitorial Service. OneTone Telecom, Inc. shall be responsible for the general upkeep of the Collocation Space. OneTone Telecom, Inc. shall arrange directly with a Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Application for Space. OneTone Telecom, Inc. shall submit an application document when OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.1.1 Initial Application. For OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) initial equipment placement, OneTone Telecom, Inc. shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). 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. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in OneTone Telecom, Inc.'s Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application. In the event OneTone Telecom, Inc. or OneTone Telecom, Inc.'s Guest(s) desires to modify the use of the Collocation Space, OneTone Telecom, Inc. shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change

- requested by OneTone Telecom, Inc. in the Application. Such necessary modifications to the 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. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee as set forth in the Price Schedule. The Subsequent 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.
- 6.2 Application Response. When space has been determined to be available, BellSouth will provide a written response (“Application Response”), which will include, at a minimum, the configuration of the space, Entrance Fiber Fee, and the space preparation fees, as described in Section 7.
- 6.3 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of OneTone Telecom, Inc. or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge OneTone Telecom, Inc. a Planning Fee.
- 6.4 Bona Fide Firm Order. OneTone Telecom, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when OneTone Telecom, Inc. has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to OneTone Telecom, Inc.’s Bona Fide Application.
- 6.5 Construction and Provisioning Interval. BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; 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. In the event OneTone Telecom, Inc. submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event OneTone Telecom, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above

intervals may be extended by one (1) additional month. In the event OneTone Telecom, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with OneTone Telecom, Inc. at the time the application is received. Additional installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be 45 business days from receipt of an Application. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.

- 6.5.1 To be considered a timely and accurate forecast, OneTone Telecom, Inc. must submit to BellSouth the CLEC Forecast Form containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.6 Joint Planning. Joint planning between BellSouth and OneTone Telecom, Inc. will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to OneTone Telecom, Inc. during joint planning.
- 6.7 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.
- 6.8 Acceptance Walk Through. OneTone Telecom, Inc. will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by OneTone Telecom, Inc.. BellSouth will correct any deviations to OneTone Telecom, Inc.'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.9 Use of Certified Supplier. OneTone Telecom, Inc. shall select a supplier which has been approved as a Certified Supplier to perform all engineering and installation work. OneTone Telecom, Inc. and OneTone Telecom, Inc.'s Certified Supplier must follow and comply with all of BellSouth's requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, OneTone Telecom, Inc. must select separate Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide OneTone Telecom, Inc. with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing OneTone Telecom, Inc.'s equipment and components, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and OneTone Telecom, Inc. upon successful completion of installation, etc.

- The Certified Supplier shall bill OneTone Telecom, Inc. directly for all work performed for OneTone Telecom, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying OneTone Telecom, Inc. or any supplier proposed by OneTone Telecom, Inc.. All work performed by or for OneTone Telecom, Inc. shall conform to generally accepted industry guidelines and standards.
- 6.10 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's equipment and facilities. OneTone Telecom, Inc. shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service OneTone Telecom, Inc.'s Collocation Space. Upon request, BellSouth will provide OneTone Telecom, Inc. with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by OneTone Telecom, Inc.. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.11 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, OneTone Telecom, Inc. may relocate its virtual collocation arrangements to caged physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Attachments. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by OneTone Telecom, Inc., such information will be provided to OneTone Telecom, Inc. in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to OneTone Telecom, Inc. within 180 calendar days of BellSouth's written denial of OneTone Telecom, Inc.'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) OneTone Telecom, Inc. was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then OneTone Telecom, Inc. may transition its virtual collocation arrangement to a caged physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. OneTone Telecom, Inc. must arrange with a 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.
- 6.12 Cancellation. If, at anytime prior to space acceptance, OneTone Telecom, Inc. cancels its order for the Collocation Space(s), BellSouth will bill the applicable non recurring rate for any and all work processes for which work has begun.
- 6.13 Licenses. OneTone Telecom, Inc., at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.14 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by OneTone Telecom, Inc.'s current billing cycle and is non-refundable.

7.2 Cross Connect Rates – Cross connect rates shall be as set forth in Exhibit D, attached hereto, and shall be dependent on the configuration of the collocation arrangement and the location of the associated demarcation point. If the demarcation point was established at a BellSouth provided POT bay, the POT Bay cross connect rates in addition to the OneTone Telecom, Inc. -provided POT Bay Rates as set forth in Exhibit D shall apply. If the demarcation point was established at a common block on a BellSouth conventional distribution frame, intermediary frame or other termination frame, then the Frame cross connect rates as set forth in Exhibit D shall apply for all terminations demarcating at the respective frame locations. For all arrangements for which the demarcation point was established at a OneTone Telecom, Inc.-provided POT bay, the POT bay –OneTone Telecom, Inc. rates for cross connects set forth in Exhibit D shall apply for all terminations demarcating at the OneTone Telecom, Inc.-provided POT Bay.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for OneTone Telecom, Inc.'s Collocation Space.

7.8.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to OneTone Telecom, Inc.'s equipment or space enclosure. OneTone Telecom, Inc. shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within OneTone Telecom, Inc.'s arrangement and terminations of cable within the collocation space.

7.8.2 Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and OneTone Telecom, Inc.'s arrangement area.

7.9 Other. If no rate is identified in this Attachment, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8. Insurance

8.1 OneTone Telecom, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance

- companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 OneTone Telecom, Inc. shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of OneTone Telecom, Inc.'s real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 OneTone Telecom, Inc. may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to OneTone Telecom, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by OneTone Telecom, Inc. 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 OneTone Telecom, Inc.'s property has been removed from BellSouth's Premises, whichever period is longer. If OneTone Telecom, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from OneTone Telecom, Inc..
- 8.5 OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from OneTone Telecom, Inc.'s insurance company. OneTone Telecom, Inc. shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.

Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 OneTone Telecom, Inc. must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If OneTone Telecom, Inc.'s net worth exceeds five hundred million dollars (\$500,000,000), OneTone Telecom, Inc. may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. OneTone Telecom, Inc. shall provide audited financial statements to BellSouth thirty (30) 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 OneTone Telecom, Inc. in the event that self-insurance status is not granted to OneTone Telecom, Inc.. If BellSouth approves OneTone Telecom, Inc. for self-insurance, OneTone Telecom, Inc. shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of OneTone Telecom, Inc.'s corporate officers. The ability to self-insure shall continue so long as the OneTone Telecom, Inc. meets all of the requirements of this Section. If the OneTone Telecom, Inc. subsequently no longer satisfies this Section, OneTone Telecom, Inc. is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to OneTone Telecom, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or OneTone Telecom, Inc.), 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.

10. Inspections

- 10.1 BellSouth may conduct an inspection of OneTone Telecom, Inc.'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between OneTone Telecom, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if OneTone Telecom, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide OneTone Telecom, Inc. with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. OneTone Telecom, Inc. 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the OneTone Telecom, Inc. name. BellSouth reserves the right to remove from its premises any employee of OneTone Telecom, Inc. not possessing identification issued by OneTone Telecom, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. OneTone Telecom, Inc. shall be solely responsible for ensuring that any Guest of OneTone Telecom, Inc. is in compliance with all subsections of this Section 11.
- 11.1.1 OneTone Telecom, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each OneTone Telecom, Inc. employee being considered for work on the BellSouth Premises, for the states/counties where the OneTone Telecom, Inc. 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. OneTone Telecom, Inc. shall not be required to perform this investigation if an affiliated company of OneTone Telecom, Inc. has performed an investigation of the OneTone Telecom, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if OneTone Telecom, Inc. has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the OneTone Telecom, Inc. employee seeking access, for the states/counties where the OneTone Telecom, Inc. employee has worked and lived for the past five years.
- 11.1.2 OneTone Telecom, Inc. 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.

- 11.1.3 OneTone Telecom, Inc. shall not assign to BellSouth Premises any personnel with records of felony criminal convictions. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that OneTone Telecom, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, OneTone Telecom, Inc. may, in the alternative, certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 OneTone Telecom, Inc. shall not knowingly assign to 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.
- 11.1.5 OneTone Telecom, Inc. shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each OneTone Telecom, Inc. employee requiring access to BellSouth Premises pursuant to this Attachment, OneTone Telecom, Inc. 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 security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, OneTone Telecom, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, OneTone Telecom, Inc. may certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, OneTone Telecom, Inc. shall promptly remove from BellSouth's Premises any employee of OneTone Telecom, Inc. BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of OneTone Telecom, Inc. is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview OneTone Telecom, Inc.'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to OneTone Telecom, Inc.'s Security contact of such interview. OneTone Telecom, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations

of wrongdoing or criminal conduct committed by, witnessed by, or involving OneTone Telecom, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill OneTone Telecom, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that OneTone Telecom, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill OneTone Telecom, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of OneTone Telecom, Inc.'s employees, agents, or contractors and where OneTone Telecom, Inc. agrees, in good faith, with the results of such investigation. OneTone Telecom, Inc. shall notify BellSouth in writing immediately in the event that OneTone Telecom, Inc. 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 Premises, any employee found to have violated the security and safety requirements of this section. OneTone Telecom, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 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.
- 11.4 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 Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 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.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for OneTone Telecom, Inc.'s permitted use hereunder, then either Party may elect within ten (10) business 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 OneTone Telecom, Inc.'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 OneTone Telecom, Inc., except for improvements not the property of BellSouth, to

repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. OneTone Telecom, Inc. may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Certified Vendor. If OneTone Telecom, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by OneTone Telecom, Inc.. Where allowed and where practical, OneTone Telecom, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, OneTone Telecom, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for OneTone Telecom, Inc.'s permitted use, until such Collocation Space is fully repaired and restored and OneTone Telecom, Inc.'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

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

14. Nonexclusivity

- 14.1 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. OneTone Telecom, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for OneTone Telecom, Inc. to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. OneTone Telecom, Inc. will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by OneTone Telecom, Inc. when operating in BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the OneTone Telecom, Inc. space with proper notification. BellSouth reserves the right to stop any OneTone Telecom, Inc. work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at BellSouth Premises by OneTone Telecom, Inc. are owned by OneTone Telecom, Inc.. OneTone Telecom, Inc. 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 OneTone Telecom, Inc. or different hazardous materials used by OneTone Telecom, Inc. at BellSouth Facility. OneTone Telecom, Inc. must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by OneTone Telecom, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and OneTone Telecom, Inc. 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 OneTone Telecom, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, OneTone Telecom, Inc. 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 OneTone Telecom, Inc. shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, OneTone Telecom, Inc. 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. OneTone Telecom, Inc. further agrees to cooperate with BellSouth to ensure that OneTone Telecom, Inc.'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by OneTone Telecom, Inc., its employees, agents and/or subcontractors.

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

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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on 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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	<ul style="list-style-type: none"> • P&SM Manager -

	<p>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>	<p>Procurement</p> <ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

Version 2Q01: 06/15/01

EVET - Environmental Vendor Evaluation Team

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

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

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES							
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l	
							SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
PHYSICAL COLLOCATION																		
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,760.00	\$3,760.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,134.00	\$3,134.00									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,211.00	\$1,211.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.24											
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$3.01											
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$102.16											
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,751.00	\$1,751.00									
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$3.68											
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$19.67											
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$9.00											
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.63											
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.26											
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.89											
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.99											
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U													
		Physical Collocation - 2-Wire Cross-Connects			EQ	PE1P2	\$0.031	\$33.68	\$31.79									
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.062	\$33.63	\$31.67									
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.28	\$52.93	\$39.87									
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$16.27	\$51.99	\$38.59									
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.23	\$52.00	\$38.60									
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.73	\$64.54	\$51.14									
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$178.65											
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$17.52											
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	\$54.14											
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.0607	\$46.20	\$46.20	\$8.72	\$8.72							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.40	\$15.40									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.02	\$45.02									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.19	\$26.19									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.19	\$26.19									
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,150.00	\$2,150.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.08											
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.17											
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.69											
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.74											
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$32.02											
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$40.48											
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,518.57	\$976.22	\$265.99	\$265.99							
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		\$653.83	\$653.83	\$378.24	\$378.24							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		\$9.62	\$9.62	\$11.79	\$11.79							

COLLOCATION
Florida

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring		Disconnect		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	First	Add'l	First						
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA	\$3,791.00	\$3,791.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	\$3,160.00	\$3,160.00								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	\$1,211.00	\$1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	\$2.58									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	\$2.96									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	\$100.66									
		Physical Collocation - Cable Installation			CLO	PE1BD	\$1,826.00	\$1,826.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$6.57									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$21.66									
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$8.86									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	\$5.62									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	\$11.26									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	\$16.88									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	\$38.98									
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U EQ											
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.074	\$34.53	\$32.51							
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.148	\$34.54	\$32.53							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.29	\$54.15	\$40.94							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$17.48	\$53.28	\$39.65							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.96	\$53.28	\$39.66							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.66	\$66.08	\$52.47							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$205.93									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$20.20									
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	\$0.0113									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.06	\$56.03	\$56.03							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.71	\$15.71							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.93	\$45.93							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.41	\$26.41							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.41	\$26.41							
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		\$2,168.00	\$2,168.00							
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,709.00	\$1,166.00							
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CD		\$923.86	\$923.86							
		Collocation Cable Records - VG/DSO Cable, per each 100 pair *			CLO	PE1CO		\$18.03	\$18.03							
		Collocation Cable Records - DS1, per T1T1E *			CLO	PE1C1		\$8.44	\$8.44							
		Collocation Cable Records - DS3, per T3T1E *			CLO	PE1C3		\$29.54	\$29.54							
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		\$279.05	\$279.05							
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		\$10.89								
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		\$13.64								
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		\$16.40								

COLLOCATION
Georgia

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l
							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,755.00	\$3,755.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,130.00	\$3,130.00								
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1BB		\$100.00	\$100.00								
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,693.00	\$1,693.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$4.47										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	\$4.47										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$19.26										
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$5.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.27										
						UEANL, UEA,UD N,UDC, UAL,UH L,UCL,U EQ											
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.030	\$33.76	\$31.86								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.061	\$33.77	\$31.80								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.13	\$53.05	\$39.99								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.43	\$52.14	\$38.71								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.86	\$52.14	\$38.72								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.08	\$64.74	\$51.31								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$187.36										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$18.38										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$40.00										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.058	\$55.51	\$55.51								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.56	\$15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		\$45.50	\$45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.16	\$26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.16	\$26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,148.00	\$2,148.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			CLO	PE1PE	\$0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,706.00	\$1,164.00								
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CD		\$922.38	\$922.38								
		Collocation Cable Records - VG/DSO Cable, per each 100 pair *			CLO	PE1CO		\$18.00	\$18.00								
		Collocation Cable Records - DS1, per T1T1E *			CLO	PE1C1		\$8.43	\$8.43								
		Collocation Cable Records - DS3, per T3T1E *			CLO	PE1C3		\$29.49	\$29.49								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		\$278.61	\$278.61								

COLLOCATION
Georgia

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l
							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.81	\$21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$44.03	\$27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.26	\$33.92								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.119										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.76										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.03	\$33.76	\$31.86								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDL,U CL,CLO USL,CL O	PE1P4	\$0.061	\$33.77	\$31.80								
		Adjacent Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.13	\$53.05	\$39.99								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.43	\$52.14	\$38.71								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.86	\$52.14	\$38.72								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.08	\$64.74	\$51.31								
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,150.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.52										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.05										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.58										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.27										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$931.61	\$931.61								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$25.88	\$25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$229.02	\$229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		\$74.22	\$74.22								
		* Interim rates which are subject to true-up.															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION
Kentucky

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring		Disconnect		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	First	Add'l	First						
							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,761.00	\$3,761.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,135.00	\$3,135.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,202.00	\$1,202.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.38									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$3.30									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$112.11									
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,755.00	\$1,755.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$8.20									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$20.14									
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$8.77									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.58									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.16									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.74									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.65									
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U EQ	PE1P2	\$0.037	\$33.67	\$31.78							
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P4	\$0.075	\$33.66	\$31.70							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.51	\$52.97	\$39.90							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$19.15	\$52.04	\$38.62							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.80	\$52.04	\$38.63							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$6.75	\$64.59	\$51.18							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$189.85									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$18.62									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$78.11									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.059	\$55.59	\$55.59							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.59	\$15.59							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.58	\$45.58							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.20	\$26.20							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.20	\$26.20							
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		\$2,151.00	\$2,151.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.06									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.15									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.58									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.51									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$52.31									
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,709.00	\$1,166.00							
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CD		\$923.83	\$923.83							
		Collocation Cable Records - VG/DSO Cable, per each 100 pair *			CLO	PE1CO		\$18.03	\$18.03							

COLLOCATION
Louisiana

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring		Disconnect		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	First	Add'l	First						
							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,756.00	\$3,756.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,131.00	\$3,131.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,200.00	\$1,200.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.60									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$3.15									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$105.87									
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,753.00	\$1,753.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$5.94									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$21.16									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$9.20									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.66									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.34									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$17.00									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$39.26									
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U EQ	PE1P2	\$0.036	\$33.61	\$31.76							
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P4	\$0.073	\$33.53	\$31.58							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.20	\$52.80	\$39.76							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$15.26	\$51.86	\$38.49							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.03	\$51.86	\$38.49							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.38	\$64.36	\$50.99							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$207.06									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$20.31									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$60.60									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.06	\$55.51	\$55.51							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.57	\$15.57							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.51	\$45.51							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.16	\$26.16							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.16	\$26.16							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,148.00	\$2,148.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.0776									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.1552									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.6406									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.75									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$47.44									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$63.97									
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,706.00	\$1,165.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		\$922.51	\$922.51							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		\$18.00	\$18.00							

COLLOCATION
Mississippi

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l
							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,755.00	\$3,755.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,130.00	\$3,130.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,200.00	\$1,200.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.61										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$2.88										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$97.85										
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,871.00	\$1,871.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$6.53										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$19.90										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$8.96										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.61										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.23										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.84										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.89										
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U EQ	PE1P2	\$0.038	\$33.65	\$31.77								
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P4	\$0.076	\$33.46	\$31.52								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.30	\$52.73	\$39.70								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$16.55	\$51.78	\$38.43								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.28	\$51.78	\$38.43								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.83	\$64.27	\$50.91								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$208.30										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$20.43										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$85.54										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.061	\$55.50	\$55.50								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.56	\$15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.50	\$45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.16	\$26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.16	\$26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,147.00	\$2,147.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.1195										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.2389										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.9862										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$5.81										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,706.00	\$1,164.00								
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CD		\$922.28	\$922.28								
		Collocation Cable Records - VG/DSO Cable, per each 100 pair *			CLO	PE1CO		\$18.00	\$18.00								

COLLOCATION
North Carolina

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Disconnect		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	First	Add'l	First							Add'l
							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		\$3,850.00	\$3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,119.00	\$3,119.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$1.57										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$3.26										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$110.79										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PEIFH	\$5.76										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		\$2,305.00	\$2,305.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	\$3.45										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	\$21.33										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$6.65										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.50										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.01										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.51										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.12										
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U												
		Physical Collocation - 2-Wire Cross-Connects	I		EQ	PE1P2	\$0.32	\$41.78	\$39.23								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	\$0.64	\$41.91	\$39.25								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	\$2.34	\$71.02	\$51.08								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	\$42.84	\$69.84	\$49.43								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	\$2.94	\$51.97	\$38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	\$5.62	\$64.53	\$51.15								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	\$102.76										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	\$10.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$41.03										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.062	\$55.30	\$55.30								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.51	\$15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.34	\$45.34								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.18	\$26.18								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.18	\$26.18								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,140.00	\$2,140.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.10										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.19										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.79										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.85										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$45.30										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$61.09										
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,707.00	\$1,165.00								
		Collocation Cable Records - VG/DSO Cable, per cable record *			CLO	PR1CD		\$923.08	\$923.08								
		Collocation Cable Records - VG/DSO Cable, per each 100 pair *			CLO	PE1CO		\$18.02	\$18.02								

COLLOCATION
South Carolina

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring		Disconnect		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	First	Add'l	First						
							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,768.00	\$3,768.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,141.00	\$3,141.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,204.00	\$1,204.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.75									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$3.24									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$110.17									
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,621.00	\$1,621.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$3.95									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$21.33									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$9.19									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.67									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.36									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$17.03									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$39.33									
					UEANL, UEA, UD N, UDC, UAL, UH L, UCL, U EQ	PE1P2	\$0.034	\$33.75	\$31.86							
		Physical Collocation - 2-Wire Cross-Connects			CLO	PE1P4	\$0.068	\$33.71	\$31.75							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.12	\$53.05	\$39.96							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.21	\$52.11	\$38.68							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.82	\$52.11	\$38.69							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.01	\$64.69	\$51.26							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$219.19									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$21.50									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$74.12									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.06	\$55.70	\$55.70							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.62	\$15.62							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.66	\$45.66							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.25	\$26.25							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.25	\$26.25							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,155.00	\$2,155.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.1091									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.2181									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.9004									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$5.64									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$37.36									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$50.38									
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,712.00	\$1,168.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		\$925.57	\$925.57							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		\$18.06	\$18.06							

COLLOCATION
Tennessee

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l
							Nonrecurring		Disconnect								
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,767.00	\$3,767.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,140.00	\$3,140.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,204.00	\$1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	\$2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	\$2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	\$100.14										
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,757.00	\$1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$19.80										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$8.87										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.84										
					UEANL, UEA,U DN,UD C,UAL, UHL,UC												
		Physical Collocation - 2-Wire Cross-Connects			L,UEQ	PE1P2	\$0.033	\$33.82	\$31.92								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.066	\$33.94	\$31.95								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.51	\$53.27	\$40.16								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$19.26	\$52.37	\$38.89								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.82	\$52.37	\$38.89								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$6.79	\$65.03	\$51.55								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$21.44										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	\$55.99										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.059	\$55.67	\$55.67								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.61	\$15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.64	\$45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.24	\$26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.24	\$26.24								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,154.00	\$2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$1.20										

**COLLOCATION
Tennessee**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l
							Nonrecurring		Disconnect								
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		\$1,711.00	\$1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		\$925.06	\$925.06								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		\$18.05	\$18.05								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		\$8.45	\$8.45								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		\$29.57	\$29.57								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		\$279.42	\$279.42								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.91	\$21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$44.17	\$27.76								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.42	\$34.02								
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	\$16.16	\$2,903.66	\$2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	\$4.32										
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		\$142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		\$185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		\$242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	\$110.97										
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	\$55.49										
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	\$0.0156										
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ		\$944.27									
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	\$4.14										
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	\$21.47										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	\$3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	\$2.03										
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.			CLO	PE12C	\$0.0475	\$7.69									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	\$0.0475	\$7.69									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	\$7.68	\$41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	\$0.38	\$41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	\$53.96	\$298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	\$9.32	\$298.03									

COLLOCATION
Tennessee

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring		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	First	Add'l	First							Add'l
													SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		\$76.10									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.069										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.06										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.033	\$33.82	\$31.92								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDL, UCL,CL O	PE1P4	\$0.066	\$33.94	\$31.95								
		Adjacent Collocation - DS1 Cross-Connects			USL,CL O	PE1P1	\$1.51	\$53.27	\$40.16								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$19.26	\$52.37	\$38.89								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.82	\$52.37	\$38.89								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$6.79	\$65.03	\$51.55								
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,160.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.6										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.84										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$872.95	\$872.95								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$219.37										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$26.23	\$26.23								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$232.12	\$232.12								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		\$75.23	\$75.23								
		* Interim rates which are subject to true-up.															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

Attachment 5

**Access to Numbers
and
Number Portability**

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS3

2. LOCAL NUMBER PORTABILITY3

3. TRANSITION TO PERMANENT NUMBER PORTABILITY9

4. TRUE-UP9

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES10

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

- 1.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes.
- 1.2 During the term of this Agreement, the Parties shall contact the applicable numbering resource administrator as determined by the FCC, for the assignment of numbering resources. In order to be assigned a Central Office Code, OneTone will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.3 For the purposes of the resale of BellSouth's telecommunications services by OneTone, BellSouth will provide OneTone with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days.
- 1.4 Further, upon OneTone's request and for the purposes of the resale of BellSouth's telecommunications services by OneTone, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for OneTone's sole use. Such telephone number reservations shall be transmitted to OneTone via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. OneTone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for OneTone's reasonable need in that particular CLLIC.

2. Local Number Portability

- 2.1 The Parties shall provide local number portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with the applicable rules and regulations as prescribed from time to time by the FCC and/or the Commission.
- 2.2 Permanent Number Portability
 - 2.2.1 Deployment of LNP. Local Number Portability ("LNP") is a permanent number portability solution that allows End Users to keep their existing

Telephone Line Numbers (“TLNs”) when switching LECs. The Parties shall implement and deploy the Location Routing Number (“LRN”) solution for LNP in accordance with orders, rulings and policies regarding LNP issued by the FCC and the applicable State Commissions, including, without limitation, the FCC prescribed permanent LNP geographic deployment schedules.

2.2.2 Description of LNP. LNP uses the industry standard LRN that assigns a unique 10-digit number to each Wire Center. To support LNP, LRN data is stored, and LNP services are provisioned on Advanced Intelligent Network (“AIN”) elements that replace the dialed TLN with the LRN so that LNP calls can be routed to the proper Wire Center for connection to the dialed party. To obtain the LRN data and properly provision LNP services, carriers must be connected to independently operated Regional Number Portability Administration Centers (“NPACs”), which will manage LNP services and provide LNP call routing data to carriers.

2.2.3 Once LNP is implemented, either Party may withdraw its Interim Number Portability (“INP”) offerings (as described in Section 2.8 hereafter), subject to (i) provision of reasonable advance notice to the other Party; and (ii) coordination to allow the seamless and transparent conversion of INP Customers to LNP.

2.2.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in the BellSouth FCC No. 1 Tariff and will be billed to OneTone where OneTone is a subscriber to local switching or where OneTone is a reseller of BellSouth telecommunications services. This charge will not be discounted.

2.3 Interim Number Portability

2.3.1 Service Provider Number Portability

2.3.1.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability (“SPNP”). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same Rate Center for his Local Exchange Service.

2.3.1.2 SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of OneTone .

Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the OneTone switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- 2.3.1.3 SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic Local Exchange Service.
- 2.3.1.4 SPNP is available only where OneTone or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic Local Exchange Service to the affected End User. SPNP for a particular telephone number is available only from the Central Office originally providing Local Exchange Service to the End User. SPNP for a particular assigned telephone number will be disconnected when any End User, Commission, BellSouth, or OneTone initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the End User retained his initial Local Exchange Service.
- 2.3.1.5 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in the Commission filed OneTone or BellSouth Local Exchange Tariff(s) of the Party porting the SPNP-RCF telephone number. The forwarded-to number shall be specified by the OneTone or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF End User cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

- 2.3.1.6 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to End Office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Attachment 2. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A, as amended from time to time.
- 2.3.1.7 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or OneTone shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account

level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. OneTone usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 2.3.1.8 Each Party shall be responsible for obtaining authorization from the End User for the handling of the disconnection of the End User's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 2.3.1.9 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 2.3.1.10 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each company's end user. Each Party reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

- 2.3.1.11 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other Party's equipment.
- 2.3.1.12 For terminating IXC traffic ported to either Party which requires use of either Party's Tandem switching, the Tandem provider will bill the IXC Tandem switching and a pro rata portion of the transport, and the other Party will bill the IXC local switching, the carrier common line (CCL), the Interconnection Charge and a portion of the transport. If the Tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the Tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariffed rates and remit the local switching, the Interconnection Charge, a pro rata portion of transport and CCL revenues to the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability. 2.3.1.13 If, through a final and effective order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.
- 2.3.1.13 Charges for INP shall be as specified in Exhibit A, provided that interim rates will be replaced or trued-up in accordance with regulatory requirements.

2.4 INP Requirements

- 2.4.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available. 2.4.2 Either Party shall notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular End Office or Wire Center.

- 2.4.2 Either Party shall pass all Calling Party Number (“CPN”) or Automatic Number Identification (“ANI”) information to and from the ported number, whenever technically feasible.
- 2.4.3 Unless approved by OneTone, BellSouth agrees not to issue Telephone Line Number (“TLN”) based calling card numbers to End Users that port their numbers to OneTone.
- 2.4.4 BellSouth and OneTone shall cooperate in resolving all service calls involving the other Party’s service, to avoid unnecessary service outages.

2.5 Number Portability Through NXX Migration

- 2.5.1 If the Parties mutually agree to use Local Exchange Routing Guide (“LERG”) reassignment as the method to move an End User’s telephone numbers from one Party’s switch to the other Party’s switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the new service providers switch, and any applicable rates.

3. Transition to Permanent Number Portability

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to Federal Communications Commission or State commission orders, rules or regulations, with advance written notice, both Parties must withdraw its Interim Number Portability (INP) offerings. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC’s orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

4. True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

- 4.1 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices 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 agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.
- 4.2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- 4.3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and OneTone is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5. Operational Support System (OSS) Rates

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

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

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

<i>OPERATIONAL SUPPORT SYSTEMS</i>	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEK	SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring 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.

Threshold Billing Plan

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

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

The threshold plan will be discontinued in 2002.

In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether

an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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

BELLSOUTH/OneTone RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	\$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$1.50
NRC - Electronic	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	\$0.71	\$0.7046	NA
NRC - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$1.25
NRC	TNPRL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	\$0.71	\$0.7046	NA
NRC - Disconnect Charge	TNPRL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	\$0.32	NA	\$0.2836	NA	\$0.38	\$0.3838	\$0.32	\$0.3854	\$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - Disconnect - 1st	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA
NRC - Add'l	TNPRD	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA
NRC - Disconnect - 1st	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Disconnect - Add'l	TNPRD	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	\$173.73	NA	\$135.47	NA	\$129.69	\$171.68	\$217.88	\$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	\$50.43	NA	NA	NA	\$37.85	\$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	\$51.35	NA	\$39.53	NA	\$37.85	\$50.69	\$73.56	\$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

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

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

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1.	Quality of Ordering and Provisioning	3
2.	Access to Operational Support Systems	3
3.	Miscellaneous Ordering and Provisioning Guidelines.....	6

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to OneTone that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement. BellSouth will notify OneTone of any such amendments via the web and BellSouth will use best efforts to notify OneTone within thirty (30) days, but in no event will BellSouth notify OneTone after the change has occurred.

1.2 BellSouth will provide provisioning services to OneTone during the same normal hours of operation that BellSouth provides itself, its end-users, and other CLECs. The normal hours of operation are as follows:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other OneTone requests for provisioning and installation services are considered outside of the normal hours of operation as referenced above and may be performed subject to the application of overtime billing charges. BellSouth will perform these services that are considered outside the normal hours of operation in the manner in which BellSouth performs and bills such services for itself, end-users, and other CLECs.

2. Access to Operational Support Systems

2.1 BellSouth shall provide OneTone access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. OneTone agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that OneTone will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the in which the service is provided.
- 2.2.1 Interfaces. BellSouth shall make available the following interfaces to OneTone for access to pre-order functions: LENS; *and* TAG. Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNES that are available electronically.
- 2.2.2 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.
- 2.2.3 OneTone shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.
- 2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature.
- 2.2.5 Upon request, BellSouth shall provide OneTone with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.2.6 Pre-ordering functions shall be provided at parity as measured by the Performance Measurement metrics included in Attachment 9 hereto.
- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.3.1 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion (“as

is” or “with changes”); Change (features, listings, long distance); New Connect; Disconnect; From and To (change of premises with same service).

- 2.3.2 BellSouth shall provide to OneTone electronic and manual interfaces for transmitting orders and receiving Firm Order Confirmation (“FOC”), completion notices, Due-Date Jeopardies, and, as available, other provisioning data and information. BellSouth shall provide OneTone with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.
- 2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in OneTone service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided manually or via the Purchase Order Number (“PON”) report on BellSouth’s Internet website.
- 2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows OneTone to report and monitor service troubles and obtain repair services. BellSouth shall offer OneTone service trouble reporting in a non-discriminatory manner that provides OneTone the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides OneTone an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers OneTone access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If OneTone requests BellSouth to repair a trouble after normal working hours, OneTone will be billed the appropriate overtime charges associated with this request pursuant to BellSouth’s tariffs.
- 2.5 Migration of OneTone to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to OneTone with sufficient notice to allow OneTone to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion. BellSouth will use its best efforts to issue such documents thirty (30) days in advance of changes.

- 2.6 Rates. To the extent approved by the Commission or agreed to by the Parties, all costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by OneTone will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if OneTone wishes to reinstate an order, OneTone may be required to submit a new service order.
- 3.2 Single Point of Contact. OneTone will be the single point of contact with BellSouth for ordering activity for network elements and other services used by OneTone to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. OneTone and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by OneTone to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify OneTone that such an order has been processed, but will not be required to notify OneTone in advance of such processing.
- 3.3 Use of Facilities. When a OneTone customer elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to OneTone by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify OneTone subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. BellSouth shall provide single points of contact (“SPOC”) for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by OneTone. Pre-ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day.
- BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the “EDI Central Group” for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If OneTone cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.
- 3.7 Disaster Recovery Plan. BellSouth’s Disaster Recover Plan is as set forth in Attachment 11 of this Agreement.
- 3.8 Ordering and Provisioning Information. BellSouth shall provide the following to OneTone upon request:
- 3.8.1 Design Layout Records (“DLRs”) for designed unbundled Network Elements; and
- 3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits.
- 3.9 Access to the Regional Street Address Guide (“RSAG”) information via LENS or TAG pre-ordering. Non Proprietary RSAG subsets shall be made available pursuant to the Bona Fide Request (“BFR”) process.
- 3.10 BellSouth and OneTone shall establish mutually acceptable methods and procedures for handling all misdirected calls from OneTone End Users. All misdirected calls to BellSouth from OneTone End Users shall be given a recording (or a live statement) directing them to call an OneTone-designated toll free number. OneTone, on a reciprocal basis, shall refer all misdirected calls that

OneTone receives from BellSouth End Users to a BellSouth-designated number. OneTone and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows or has reason to know that the call is misdirected from an End User of the other Party hereto.

- 3.11 BellSouth shall provide order format specifications to OneTone for all available services, features, and functions and for ancillary data required by BellSouth to provision these services.
- 3.12 BellSouth shall provide OneTone with standard expected provisioning intervals for all unbundled Network Elements.
- 3.13 BellSouth shall not reconfigure any OneTone service arrangements of any OneTone End User for Resale services, UNEs or Combinations, unless so directed by OneTone. Any OneTone End User that contacts BellSouth regarding a change to its OneTone service (excluding changes in its local service provider) shall be advised to contact OneTone. Any BellSouth End User that contacts OneTone regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.
- 3.14 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.15 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.
- 3.16 Any written “leave behind” materials that BellSouth technicians provide to OneTone End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded “not at home” cards.
- 3.17 If an OneTone End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact OneTone directly and provide a toll-free number supplied by OneTone. When a BellSouth employee visits the premise of an OneTone End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of OneTone.
- 3.18 BellSouth shall provide telephone and/or facsimile notification to OneTone of any OneTone end user service requests and charges therefore not authorized on the OneTone service request, and obtain OneTone’s approval prior to commencing work.

- 3.19 Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.
- 3.20 When OneTone places an LSR, OneTone shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event OneTone's requested date is less than the standard interval, OneTone shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. This situation shall be considered an expedited order for which expedite charges will apply in accordance with BellSouth FCC No. 1 Tariff. BellSouth shall not complete the order prior to the Due Date unless authorized by OneTone. If BellSouth misses the Due Date, BellSouth shall promptly notify OneTone of the revised installation Due Date. If OneTone requests that an order be expedited, BellSouth shall notify OneTone of the status of the order (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise.
- 3.21 OneTone and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.
- 3.22 BellSouth shall transmit to OneTone a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter after BellSouth's receipt of a complete and correct order from OneTone, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If OneTone uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within twenty-four (24) hours of receipt of the order. If OneTone does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by OneTone within forty-eight (48) hours of BellSouth's receipt of the order. When OneTone submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.
- 3.23 For Local Service Requests submitted via an electronic interface, BellSouth shall notify OneTone via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any OneTone Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify OneTone by facsimile of such Rejections and Errors. BellSouth will notify

OneTone of Rejections or Errors in 95% of mechanized orders within one (1) hour from BellSouth's receipt of the order. BellSouth will notify OneTone of Rejections or Errors in 85% of non-mechanized and partially mechanized orders within forty-eight (48) hours from BellSouth's receipt of the order.

- 3.24 No manual ordering charges shall apply to local service request submitted by OneTone when BellSouth's existing electronic interfaces normally utilized by OneTone are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth.

Attachment 7

Billing and Billing Accuracy Certification

TABLE OF CONTENTS

1.	Payment and Billing Arrangements.....	3
2.	Billing Accuracy Certification	6
3.	Billing Disputes	6
4.	RAO Hosting.....	7
5.	Optional Daily Usage File	11
6.	Access Daily Usage File.....	14
7.	Enhanced Optional Daily Usage File	17

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

- 1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that OneTone requests. BellSouth will bill and record in accordance with this Agreement those charges OneTone incurs as a result of OneTone purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from OneTone, OneTone shall bill BellSouth in CABS format or in accordance with industry standards.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, OneTone will, to the extent not already done so, provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of OneTone. OneTone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by OneTone from OneTone's customer. BellSouth will not become involved in billing disputes that may arise between OneTone and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from OneTone, the total amount billed to OneTone will not include those taxes or fees for which the CLEC is exempt. OneTone will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of OneTone.

1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available to the other Party, then a late payment penalty shall be due to the Party that issued the invoice. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in each Party's appropriate tariffs.

1.7 Discontinuing Service to OneTone. The procedures for discontinuing service to OneTone are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by OneTone of the rules and regulations contained in BellSouth's tariffs.

If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to OneTone that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to OneTone at the billing address to discontinue the provision of existing services to OneTone at any time thereafter.

For purposes of this Agreement, a Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by OneTone and supported by written documentation from OneTone, which clearly shows the basis for OneTone's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no

written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by OneTone until the dispute is resolved. Claims by OneTone for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Agreement. Once the Bona Fide Dispute is resolved by BST, OneTone will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to OneTone, pursuant to the Bona Fide Dispute, will be applied to OneTone's account by BST immediately upon resolution of the dispute.

- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and OneTone's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to OneTone.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, OneTone's services will be discontinued. Upon discontinuance of service on OneTone's account, service to the OneTone's end users will be denied. BellSouth will reestablish service at the request of the end user or OneTone for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. OneTone is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, OneTone will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company 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 its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service.

BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In determining the security deposit so required, BellSouth will review OneTone's Dunn & Bradstreet ratings; OneTone's payment history with BellSouth, and payment history with others as available; the number

of years OneTone has been in business; OneTone's management history and managers' length of service with OneTone; liens, suits and judgments against OneTone; UCC-1 filings against OneTone's assets; and, to the extent available, OneTone's financial information.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. 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.

2. Billing Accuracy Certification

2.1 Upon request, BellSouth and OneTone will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and OneTone will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide OneTone with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, OneTone will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. There will be no late payment interest if the withholding party prevails in the dispute.

4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to OneTone by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will use best efforts to provide OneTone written notice or electronic mail within thirty (30) days.
- 4.2 OneTone shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Applicable compensation amounts will be billed by BellSouth to OneTone on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 OneTone must have its own unique RAO code, to the extent that OneTone does not already have such a code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS)

interfacing host, require written notification from OneTone to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of OneTone and will coordinate all associated conversion activities.

- 4.5 BellSouth will receive messages from OneTone that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from OneTone.
- 4.7 All data received from OneTone that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from OneTone that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by OneTone and will forward them to OneTone on a daily basis.
- 4.10 Transmission of message data between BellSouth and OneTone will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and OneTone will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 OneTone will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for OneTone to send data to BellSouth more than sixty (60) days past the message date(s), OneTone will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth

region, BellSouth will work with its connecting contractor and OneTone to notify all affected Parties.

- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or OneTone) identified and agreed to, the company responsible for creating the data (BellSouth or OneTone) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from OneTone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify OneTone of the error condition. OneTone 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, OneTone will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide OneTone with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for OneTone are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to

attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

4.19 Intercompany Settlements Messages

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

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

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

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

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of OneTone. BellSouth will distribute copies of these reports to OneTone on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by OneTone from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of OneTone. BellSouth

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

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

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

5. Optional Daily Usage File

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

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

- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of OneTone will be the responsibility of the OneTone. If, however, OneTone should encounter significant volumes of errored messages that prevent processing by OneTone within its systems, BellSouth will work with OneTone to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to OneTone:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

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

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

5.6.2 PHYSICAL FILE CHARACTERISTICS

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

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on OneTone end for the purpose of data transmission will be the responsibility of OneTone.

5.6.3 PACKING SPECIFICATIONS

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

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

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

actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to OneTone by BellSouth.

5.6.5 CONTROL DATA

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

5.6.6 TESTING

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

6. Access Daily Usage File

6.1. Upon written request from OneTone, BellSouth will provide the Access Daily Usage File (ADUF) service to OneTone pursuant to the terms and conditions set forth in this section.

6.2 OneTone shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that OneTone has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the OneTone's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of the OneTone will be the responsibility of the OneTone. If, however, OneTone should encounter significant volumes of errored messages that prevent processing by OneTone within its systems, BellSouth will work with OneTone to determine the source of the errors and the appropriate resolution.

6.6 USAGE TO BE TRANSMITTED

6.6.1 The following messages recorded by BellSouth will be transmitted to OneTone:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When OneTone purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (OneTone is BellSouth's toll customer):

BellSouth will bill resale toll rates to OneTone and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to OneTone via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to OneTone and send access record to OneTone.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to OneTone and send access record to OneTone.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to OneTone.

6.6.4 In the event that OneTone detects a duplicate on the Access Daily Usage File they receive from BellSouth, OneTone will drop the duplicate message (OneTone will not return the duplicate to BellSouth.)

6.6.5 PHYSICAL FILE CHARACTERISTICS

6.6.5.1 The Access Daily Usage File will be distributed to OneTone via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on OneTone end for the purpose of data transmission will be the responsibility of OneTone.

6.6.6 PACKING SPECIFICATIONS

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

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

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

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

actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to OneTone by BellSouth.

6.6.8 CONTROL DATA

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

6.6.9 TESTING

6.6.9.1 Upon request from OneTone, BellSouth shall send test files to OneTone for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

7.1 Upon written request from OneTone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to OneTone 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.

7.2 OneTone shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

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

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of OneTone will be the responsibility of OneTone. If, however, OneTone should encounter significant volumes of errored messages that prevent processing by OneTone within its systems, BellSouth will work with OneTone to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to OneTone: Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

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

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

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

7.6.2 PHYSICAL FILE CHARACTERISTICS

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

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and OneTone for the purpose of data transmission. Where a dedicated line is required, OneTone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OneTone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the

associated charges assessed to OneTone. Additionally, all message toll charges associated with the use of the dial circuit by OneTone will be the responsibility of OneTone. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on OneTone end for the purpose of data transmission will be the responsibility of OneTone.

7.6.3 PACKING SPECIFICATIONS

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to OneTone which BellSouth RAO that is sending the message. BellSouth and OneTone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OneTone and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/OneTone RATES
 ODUF/EODUF/ADUF/CMDS

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

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 license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9
Performance Measurements

TABLE OF CONTENTS

Service Performance Measurements And Enforcement Mechanisms..... 3

1. Scope 3

2. Reporting 3

3. Modifications to Measurements..... 3

4. Enforcement Mechanisms..... 4

EXHIBIT A 10

EXHIBIT B..... 79

EXHIBIT C 85

EXHIBIT D101

EXHIBIT E.....107

Service Performance Measurements And Enforcement Mechanisms

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to OneTone in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to OneTone on a monthly basis. The reports will contain information collected in each performance category and will be available to OneTone through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to OneTone regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of OneTone. OneTone may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by reference..

3.1.3 Notwithstanding any other provision of this Agreement, in the event

a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of OneTone. BellSouth will notify OneTone of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and OneTone's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within any state and shall apply to BellSouth's performance in each state within the nine state BellSouth region.

- 4.3 Definitions
- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and OneTone where no analogous process, product or service is feasible. See Exhibit B.
- 4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- 4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.
- 4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to OneTone resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.
- 4.3.6 Affected Volume means that proportion of the total OneTone volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as “diff” in the Statistical paper (See Exhibit C).
- 4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to OneTone when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission (“Commission”) or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as

calculated by BellSouth for a particular Enforcement Measurement Element.

- 4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

- 4.4 Application
 - 4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to OneTone.

 - 4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

- 4.5 Methodology
 - 4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.
 - 4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

 - 4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

 - 4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

- 4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.
- 4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.
- 4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.
- 4.6 Payment of Tier-1 and Tier-2 Amounts
- 4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to OneTone or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.
- 4.6.2 For each day after the due date that BellSouth fails to pay OneTone the required amount, BellSouth will pay interest to OneTone at the maximum rate permitted by state law.
- 4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.
- 4.6.4 If OneTone disputes the amount paid to OneTone for Tier-1 Enforcement Mechanisms, OneTone shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide OneTone written findings within thirty (30) days after receipt of the claim. If BellSouth determines OneTone is owed additional amounts, BellSouth shall pay OneTone such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

- 4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).
- 4.7 Limitations of Liability
- 4.7.1 BellSouth will not be responsible for OneTone acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide OneTone with reasonable notice of such acts or omissions and provide OneTone any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by OneTone that is in bad faith.
- 4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by OneTone that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by OneTone that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. OneTone will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- 4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to OneTone shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to OneTone.

4.7.6 OneTone acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and OneTone. Therefore, OneTone may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Regional Total - \$625M	

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, OneTone may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. OneTone shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

ORDERING

Report/Measurement:	
O-7. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
$(\text{Total time in seconds to reach the LCSC}) / (\text{Total Number of Calls})$ in the Reporting Period.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development) 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-8. Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by the CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.
Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:
<ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC. Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs. • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.
Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.
Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.
Calculation
Percent Rejected Service Requests:
$\left[\frac{\text{(Number of Service Requests Rejected in the Reporting Period)}}{\text{(Number of Service Requests Received in the Reporting Period)}} \right] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ .State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-9. Reject Interval Distribution & Average Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
<p>The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.</p> <p>An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.</p> <p>Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC. <i>Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.</i> • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. <p>Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.</p>
Calculation:
<p>Average Reject Interval: $\frac{\Sigma (\text{Date \& Time of Service Request Rejection}) - (\text{Date \& Time of Service Request Receipt})}{(\text{Total Number of Service Requests Rejected in Reporting Period})}$</p> <p>Reject Interval Distribution: $\left[\frac{\Sigma (\text{Service Requests Rejected in “X” minutes/hours})}{(\text{Total Number of Service Requests Rejected in Reporting Period})} \right] \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation: <ul style="list-style-type: none">• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours• Product Reporting Levels<ul style="list-style-type: none">➤ LNP➤ UNE Loop with LNP• Geographic Scope<ul style="list-style-type: none">➤ .State, Region• Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval
Definition:
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.
Exclusions:
<ul style="list-style-type: none"> • Rejected LSRs (Clarifications or Fatal Rejects) • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
<p>The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.</p> <ul style="list-style-type: none"> • Mechanized - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention. • Partially Mechanized - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS). • Total Mechanized - Combination of Fully Mechanized and Partially Mechanized FOCs.
Calculation:
<p>Average FOC Interval:</p> $\Sigma [(\text{Date \& Time of Firm Order Confirmation}) - (\text{Date \& Time of Service Request Receipt})] / (\text{Total number of Service Requests Confirmed in the Reporting Period})$ <p>FOC Interval Distribution:</p> $\Sigma [(\text{Service Requests Confirmed in "X" minutes/hours in the Reporting Period}) / (\text{Total Service Requests Confirmed in the Reporting Period})] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 minutes, 90 - 120 minutes, 120 - 240 minutes, 4 - 8 hours, 8 - 12 hours, 12 - 16 hours, 16 - 20 hours, 20 - 24 hours, 24 - 48 hours, >48 hours • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ .State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
 - POTS – Residence
 - POTS – Business
 - Design
 - PBX (Louisiana SQM)
 - CENTREX (Louisiana SQM)
 - ISDN (Louisiana SQM) (NOTE: ISDN included in POTS for Georgia Only)
 - ESSX (Louisiana SQM)

- Unbundled Network Elements
 - UNE Design
 - UNE Non – Design
 - UNE 2 Wire Loop (Louisiana SQM)
 - UNE Loop Other (Louisiana SQM)
 - Unbundled Ports (Louisiana SQM)

- Trunks
 - Local Interconnection Trunks

- Geographic Scope
 - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:

Coordinated Customer Conversion

Which is disaggregated as follows:

UNE LOOPS with INP

UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p>
Calculation:
<p>Mean Held Order Interval: $\frac{\Sigma(\text{Reporting Period Close Date} - \text{Committed Order Due Date})}{(\text{Number of Orders Pending and Past The Committed Due Date})}$ for all orders pending and past the committed due date.</p> <p>Held Order Distribution Interval: $\frac{(\# \text{ of Orders Held for } \geq 90 \text{ days})}{(\text{Total } \# \text{ of Orders Pending But Not Completed})} \times 100$ $\frac{(\# \text{ of Orders Held for } \geq 15 \text{ days})}{(\text{Total } \# \text{ of Orders Pending But Not Completed})} \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING - Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)</p>	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods 	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
Average Jeopardy Interval = $\Sigma [(\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / [\text{Number of Orders Notified of Jeopardy in Reporting Period}]$ Percent of Orders Given Jeopardy Notice = $\Sigma [(\text{Number of Orders Given Jeopardy Notices in Reporting Period}) / (\text{Number of Orders Confirmed (due) in Reporting Period})]$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service type
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
95% > = 24 hours	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:	
P-3. Percent Missed Installation Appointments	
Definition:	
“Percent missed installation appointments” monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders • End User Misses on Interconnection Trunks 	
Business Rules:	
Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.	
Calculation:	
Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate <p>Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.</p>	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 lines/circuits; > = 10 lines/circuits • Dispatch/No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :
P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The “average completion interval” measure monitors the interval of time it takes BST to provide service for the CLEC or its’ own customers. The “Order Completion Interval Distribution” provides the percentage of orders completed within certain time periods.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • “L” Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST’s actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.
The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.
Calculation :
Average Completion Interval: $\frac{\sum [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})]}{\sum (\text{Count of Orders Completed in Reporting period})}$
Order Completion Interval Distribution: $\frac{\sum (\text{Service Orders Completed in “X” days})}{(\text{Total Service Orders Completed in Reporting Period})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30 • All Levels are reported <10 line/circuits; >=10 line/circuits

PROVISIONING –

(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (Cmpltn_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
<p>Retail Analog/Benchmark</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)</p>	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-5. Average Completion Notice Interval	
Definition:	
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders 	
Business Rules:	
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.	
Calculation:	
Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; >= 10 line/circuits 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs – (See Appendix D)	

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested. 	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
$\Sigma [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Coordinated\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Coordinated\ Unbundled\ Loop)] / Total\ Number\ of\ Unbundled\ Loop\ with\ Coordinated\ Conversions\ (items)\ for\ the\ reporting\ period.$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) • Total Conversions (Items) <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-7. % Provisioning Troubles within 30 days of Service Order Activity	
Definition:	
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders 	
Business Rules:	
Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.	
D & F orders are excluded as there is no subsequent activity following a disconnect.	
Calculation:	
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\sum (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders completed in the report calendar month}) \times 100}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE_Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :	
P-8. Total Service Order Cycle Time (TSOCT)	
Definition:	
This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes. 	
Business Rules:	
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.</p>	
Calculation :	
<p>Total Service Order Cycle Time</p> $\frac{\Sigma(\text{Date and Time of Service Request Receipt}) - (\text{Completion Date and Time of Service Order}) (\text{SOCS HIST-CD DATE})}{(\text{Count of Orders Completed in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of < 10 line/circuits; > = 10 line/circuits • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
Retail Analog/Benchmark	
See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy <u>GEORGIA ONLY</u>	
Definition:	
The “service order accuracy” measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • & F orders 	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity 	<ul style="list-style-type: none"> • Being investigated at this time
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark: (Under Investigation)	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:
LNP – 10. Percent Missed Installation Appointments
Definition:
Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments: [(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate <p>Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.</p>
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop Associated w/LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :
LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the ‘Number Ported’ message from NPAC (signifying the CLEC ‘Activate’) until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last ‘Number Ported’ message for an LSR from NPAC (signifying the CLEC ‘Activate’) until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.
Calculation :
<p>Average Disconnect Timeliness Interval: $\frac{\sum [(\text{Disconnect Service Order Completion Date \& Time}) - (\text{‘Number Ported’ Message Received Date \& Time})]}{\sum (\text{Total Number of Disconnect Service Orders Completed in Reporting Period})}$</p> <p>Disconnect Timeliness Interval Distribution: $[\sum (\text{Disconnect Service Orders Completed in “X” days}) / (\text{Total Disconnect Service Orders Completed in Reporting Period})] \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in day intervals = 0,1,2,3,4, 5, >5 days • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING

Report/Measurement :
LNP-12. Total Service Order Cycle Time
Definition:
Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable • "L" appointment coded orders (indicating the customer has requested a later than offered interval) • "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).
Business Rules:
The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.
This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.
Calculation :
<p>Average Total Service Order Cycle Time: $\frac{\sum [(\text{Service Order Completion Date \& Time}) - (\text{Service Request Receipt Date \& Time})]}{\sum (\text{Total Number Service Requests Completed in Reporting Period})}$</p> <p>Total Service Order Cycle Time Interval Distribution: $[\frac{\sum (\text{Total Number of Service Requests Completed in "X" minutes/hours})}{(\text{Total Number of Service Requests Received in Reporting Period})}] \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate • "W" Appointment Code Only (Company Offered)
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
 - Pots – Residence
 - Pots – Business
 - PBX (Louisiana SQM)
 - ESSX (Louisiana SQM)
 - CENTREX (Louisiana SQM)
 - ISDN (Louisiana SQM) (NOTE: ISDN Troubles included in Non-Design Georgia Only)
 - Design

- Unbundled Network Elements
 - UNE Design
 - UNE Non – Design
 - UNE 2 Wire Loop (Louisiana SQM)
 - UNE Loop Other (Louisiana SQM)
 - Unbundled Ports (Louisiana SQM)
 - UNE Other Non – Design (Louisiana SQM)

- Trunks
 - Local Interconnection Trunks

- Dispatch/No Dispatch categories applicable to all product levels

- Geographic Scope

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-1. Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.	
Calculation:	
Percentage of Missed Repair Appointments = $\frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (Cmpltn_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark	
CLEC Residence-Resale / BST Residence-Retail CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-2. Customer Trouble Report Rate	
Definition:	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles. 	
Business Rules:	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLEC’s and BST respectively at the end of the report month.	
Calculation:	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence -Retail CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-3. Maintenance Average Duration	
Definition:	
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days 	
Business Rules:	
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).	
NOTE: Customer can be BST or CLEC	
Calculation:	
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-4. Percent Repeat Troubles within 30 Days	
Definition:	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Includes Customer trouble reports received within 30 days of an original Customer trouble report.	
Calculation:	
Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code parentheses is the corresponding header format found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence-Retail CLEC Business- Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs – Retail Analog (See Appendix D)	

Revision date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-5. Out of Service (OOS) > 24 Hours	
Definition:	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence- Retail CLEC Business- Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking- Retail UNEs Retail Analog – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customers is in Que.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
(NOTE: The Column is a combined BST Residence and Business number)	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST’s Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • CLEC Average Answer Time 	<ul style="list-style-type: none"> • BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers. See Appendix D	

Revision Date: 02/22/00 (see)

BILLING

Report/Measurement:	
B-1. Invoice Accuracy	
Definition:	
This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
<ul style="list-style-type: none"> Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer) 	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
$\text{Invoice Accuracy} = \frac{(\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month})}{\text{Total Billed Revenues during current month}} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate 	
Level of Disaggregation :	
<ul style="list-style-type: none"> Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> Report Month Invoice Type Total Billed Revenue Billing Related Adjustments 	<ul style="list-style-type: none"> Report Month Retail Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS Total Billed Revenue Billing Related Adjustments
Retail Analog/Benchmark	
CLEC Invoice Accuracy is comparable to BST Invoice Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-2. Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
Mean Time To Deliver Invoices = $\sum_{i=1}^n [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})] / (\text{Count of Invoices Transmitted in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Invoice Type • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report Month • Retail Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
<p>CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days. CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems. See Appendix D</p>	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-3. Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculations:	
Usage Data Delivery Accuracy = $\frac{\Sigma[(\text{Total number of usage data packs sent during current month}) - (\text{Total number of usage data packs requiring retransmission during current month})]}{(\text{Total number of usage data packs sent during current month})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report Month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = $\frac{\Sigma(\text{Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date})}{\Sigma(\text{Total number of Recorded usage records delivered during the current month})} \times 100$	
Report Structure	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = $\frac{\Sigma(\text{Total number of usage records sent within six (6) calendar days from initial recording/receipt})}{\Sigma(\text{Total number of usage records sent})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-6. Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D	

Revision Date: 02/28/00 (dg)

OPERATOR SERVICES

Report/Measurement:
OS-1. Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> ➤ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"> • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered within “X” Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than “X” seconds. The number of seconds represented by “X” is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> ➤ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"> • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-3. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> ➤ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"> • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-4. Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than “X” seconds. The number of seconds represented by “X” is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> ➤ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"> • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
$E911 \text{ Timeliness} = \Sigma (\text{Number of batch orders processed within 24 hours} \div \text{Total number of batch orders submitted}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> ➢ State ➢ Region
Levels of Disaggregation:
None
Data Retained
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

E911

Report/Measurement:
E-2. Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
$E911 \text{ Accuracy} = \Sigma(\text{Number of record individual updates processed with no errors} \div \text{Total number of individual record updates}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

E911

Report/Measurement:
E-3. Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
$\text{E911 Mean Interval} = \sum (\text{Date and time of batch order completion} - \text{Date and time of batch order submission}) \div (\text{Number of batch orders completed})$
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date:02/28/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-1. Trunk Group Performance-Aggregate	
Definition:	
A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk Groups for which valid data is not available for an entire study period • Duplicate trunk group information 	
Business Rules:	
<ul style="list-style-type: none"> • Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area. • For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted. • The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported. • Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows: 	
CLEC Affecting Categories:	
	<u>Point A</u>
Category 1:	BellSouth End Office
Category 3:	BellSouth End Office
Category 4:	BellSouth Local Tandem
Category 5:	BellSouth Access Tandem
Category 10:	BellSouth End Office
Category 16:	BellSouth Tandem
	<u>Point B</u>
	BellSouth Access Tandem
	CLEC Switch
	CLEC Switch
	CLEC Switch
	BellSouth Local Tandem
	BellSouth Tandem
BellSouth Affecting Category:	
	<u>Point A</u>
Category 9:	BellSouth End Office
	<u>Point B</u>
	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Monthly</u>
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1 \times 5) + (0.5 \times 5) + (2 \times 4) + (1.5 \times 4)}{(5 + 5 + 4 + 4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:	Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	Blocking Hour 24
	A	24	3%	0%	1%	0%		0%
	B	144	2%	0%	1%	0.5%		0.5%
	C	528	0%	0.5%	1%	1%		1%
	D	316	1%	0%	1%	0.1%		0%
	E	940	1%	1%	4%	0%		0%
	Aggregate		0.8%	0.6%	2.4%	0.3%		0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3 \times 24) + (2 \times 144) + (0 \times 528) + (1 \times 316) + (1 \times 940)}{(24 + 144 + 528 + 316 + 940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
 - State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly average blocking per trunk group

Data Retained Relating to BST Experience

- Report Month
- Total Trunk Groups
- Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-2. Trunk Group Performance-CLEC Specific	
Definition:	
A report of blocking information for CLEC trunk groups.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk Groups for which valid data is not available for an entire study period • Duplicate trunk group information 	
Business Rules:	
<ul style="list-style-type: none"> • Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area. • For each geographic area, plots are generated for the monthly blocking by hour • The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported. • Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows: 	
CLEC Affecting Categories:	
	<u>Point A</u>
Category 1:	BellSouth End Office
Category 3:	BellSouth End Office
Category 4:	BellSouth Local Tandem
Category 5:	BellSouth Access Tandem
Category 10:	BellSouth End Office
Category 16:	BellSouth Tandem
	<u>Point B</u>
	BellSouth Access Tandem
	CLEC Switch
	CLEC Switch
	CLEC Switch
	BellSouth Local Tandem
	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Monthly</u>
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1 \times 5) + (0.5 \times 5) + (2 \times 4) + (1.5 \times 4)}{(5 + 5 + 4 + 4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:	Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	Blocking Hour 24
	A	24	3%	0%	1%	0%		0%
	B	144	2%	0%	1%	0.5%		0.5%
	C	528	0%	0.5%	1%	1%		1%
	D	316	1%	0%	1%	0.1%		0%
	E	940	1%	1%	4%	0%		0%
	Aggregate		0.8%	0.6%	2.4%	0.3%		0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3 \times 24) + (2 \times 144) + (0 \times 528) + (1 \times 316) + (1 \times 940)}{(24 + 144 + 528 + 316 + 940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly average blocking per trunk group

Data Retained Relating to BST Experience

- Report Month
- Total Trunk Groups
- Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-3. Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Aggregate <ul style="list-style-type: none"> ➢ CTTG ➢ Local • CLEC Aggregate <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk 	
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
CLEC Trunk Blockage/BST Trunk Blockage See Appendix D	

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-4. Trunk Group Service Detail	
Definition:	
A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks 	<ul style="list-style-type: none"> • CLEC Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports
Retail Analog/Benchmark:	
CLEC Trunk Blockage/BST Blockage See Appendix D	

Revision Date: 02/28/00 (tm)

COLLOCATION

Report/Measurement:
C-1. Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
<ul style="list-style-type: none"> • Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses Returned within Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period}$.
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-3. Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
$\% \text{ of Due Dates Missed} = \frac{\Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period})}{\text{Number of Orders Completed in Reporting Period}} \times 100$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA) • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
$90\% \leq \text{Commit Date}$

Revision Date: 01/27/00 (tg)

Appendix A: Reporting Scope*

Standard Service Groupings	
	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> ➤ Resale Residence ➤ Resale Business ➤ Resale Special ➤ Local Interconnection Trunks ➤ UNE ➤ UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> ➤ UNE Non-Design ➤ UNE Design ➤ Local Interconnection Trunks ➤ Resale Residence ➤ Resale Business ➤ Resale Design ➤ BST Trunks ➤ BST Residence Retail ➤ BST Business Retail ➤ BST Design Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> ➤ Local Interconnection Trunks ➤ UNE Non-Design ➤ UNE Design ➤ Resale Residence ➤ Resale Business ➤ Resale Design ➤ BST Interconnection Trunks ➤ BST Residence Retail ➤ BST Business Retail ➤ BST Design Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> ➤ BST CTTG Trunk Groups ➤ CLEC Trunk Groups

Appendix B: Glossary of Acronyms and Terms

A	<p>ACD</p> <p>AGGREGATE</p> <p>ASR</p> <p>ATLAS</p> <p>ATLASTN</p> <p>AUTO CLARIFICATION</p>	<p>Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.</p> <p>Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.</p> <p>Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.</p> <p>Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.</p> <p>ATLAS software contract for Telephone Number</p> <p>The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.</p>
B	<p>BILLING</p> <p>BOCRIS</p> <p>BRC</p> <p>BST</p>	<p>The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.</p> <p>Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.</p> <p>Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.</p> <p>BellSouth Telecommunications, Inc.</p>
C	<p>CKTID</p> <p>CLEC</p> <p>CMDS</p> <p>COFFI</p>	<p>A unique identifier for elements combined in a service configuration</p> <p>Competitive Local Exchange Carrier</p> <p>Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.</p> <p>Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.</p>

Appendix B: Glossary of Acronyms and Terms – Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	“Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	“No Circuits” - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
		RSAG software contract for address search
	RSAGADDR	RSAG software contract for telephone number search
	RSAGTN	
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth’s OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

APPENDIX D				
Analogs and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
Pre-Ordering	<u>Percent Response Received within "X" seconds</u>		Parity w/ retail where applicable.	
	<u>OSS Interface Availability</u>			99.5%
Ordering	<u>Percent Flow-Through Service Request</u> <ul style="list-style-type: none"> • Residence • Business • UNE 			90% 80% 80%
	<u>Percent Rejected Service Request</u>	Diagnostic		Diagnostic.
	Reject Interval (Mechanized)	UD	UD	95% within 1 hrs
	• Reject Interval (Non-Mechanized and Partially Mechanized)	UD	UD	85% < 24 hrs
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized and Partially Mechanized)	UD	UD	95% within 4 hrs
	<u>Speed of Answer in Ordering Center</u>	X	X	85% <48 Hrs
Provisioning	<u>Mean Held Order Interval</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% >=24 Hrs.
	• Resale Business			95% >=24 Hrs.
	• Resale Design			95% >=24 Hrs.
	• Resale PBX			95% >=24 Hrs.
	• Resale Centrex			95% >=24 Hrs.
	• Resale IDSN			95% >=24 Hrs.
	• UNE Loop and Port Combos			95% >=24 Hrs.
	• UNE 2w Loop with NP – Non-Design			95% >=24 Hrs.
	• UNE 2w Loop without NP – Non-Design			95% >=24 Hrs.
	• UNE Loop Other with NP Non-Design			95% >=24 Hrs.
	• UNE Loop Other without NP Non-Design			95% >=24 Hrs.
	• UNE Other Non Design			95% >=24 Hrs.
	• UNE 2w Loop with NP – Design			95% >=24 Hrs.
	• UNE 2w Loop without NP – Design			95% >=24 Hrs.
	• UNE Loop Other with NP – Design			95% >=24 Hrs.
	• UNE Loop Other without NP - Design			95% >=24 Hrs.
	• UNE Other Design			95% >=24 Hrs.
	• Local Interconnection Trunks			95% >=24 Hrs.
	% of Orders given jeopardy notice (Mechanized)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Percent Missed Installation Appointments</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Order Completion Interval</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Average Completion Notice Interval – Resale POTS (Mech)</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Percent Provisioning Troubles within 30 Days</u>			

**APPENDIX D
Analog and Benchmarks**

BST SQM Category	MEASURES AND SUB-METRICS	<u>RESALE</u> Retail Analogue	<u>UNES</u> Retail Analogue	Benchmark*
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Total Service Order Cycle Time</u>	Diag.	Diagnostic	Diagnostic
Maintenance	<u>Customer Trouble Report Rate</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• Local Interconnection Trunks	X		
	<u>Percent Missed Repair Appointments</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Maintenance Average Duration</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Percent Repeat Troubles within 30 Days</u>			
	• Resale Residence	X		

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>Out of Service > 24hrs</u>			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	<u>OSS Interface Availability</u>			
	• All systems except ECTA	X		
	• <u>ECTA</u>			99.5%
	<u>OSS Response Interval and %</u>			
	• TAFI (Front End)	X		

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	<ul style="list-style-type: none"> CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design) 	PBD		
	<u>Average Answer Time – Repair Center</u>	X		
Billing	<u>Invoice Accuracy</u>	X		
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	Average Speed to Answer	PBD		
	% Answered in “X” Seconds	PBD		
Directory Assistance	Average Speed to Answer	PBD		
	% Answered in “X” Seconds	PBD		
E911	Timeliness	PBD		
	<u>Accuracy</u>	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	Trunk Group Service Report (Percent Trunk Blockage) Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	<u>Average Disconnect Timeliness Interval</u>			
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hours
	% Reject Service Request Average Reject Interval Mechanized		Diagnostic	95% ≤1 hour
	TSOC		Diagnostic	
	% Flow Through			80%

APPENDIX D Analog and Benchmarks				
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
Customer Coordinated Conversions	<u>Coordinated Customer Conversions – UNE Loop</u>			95% ≤ 15 min
	<u>Coordinated Customer Conversions – LNP</u>			95% ≤ 15 min
Collocation +	% of Due Dates Missed			90% ≤ Commit Date
	Average Response Time		FL PSC is addressing this in generic docket	
+A contract with each CLEC required.	<u>Average Arrangement Time</u>		FL PSC is addressing this in generic docket	

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note 2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note 3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

Appendix E

In the event that the FCC or any State Commission adopts, orders, or imposes on BellSouth any standard, measurements, or performance requirements in addition to or different from the standards, measurements, and performance requirements contained in this Attachment, the Parties shall amend this Attachment to incorporate such standards, measurements, or performance requirements at either Party's request in accordance with Section 35 of the General Terms and Conditions of this Agreement; provided, however, that if OneTone elects to retain the performance measurements set forth in this Attachment rather than to adopt the standards, measurements, or performance requirements so ordered or imposed, BellSouth will continue to provide OneTone the performance measurements set forth herein.

EXHIBIT B

VSEEM III TIER-1 SUBMETRICS

- ❑ FOC Timeliness (Mechanized only)
- ❑ Reject Interval (Mechanized only)
- ❑ Order Completion Interval (Dispatch only) – Resale POTS
- ❑ Order Completion Interval (Dispatch only) – Resale Design
- ❑ Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- ❑ Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- ❑ Order Completion Interval (Dispatch only) – IC Trunks
- ❑ Percent Missed Installation Appointments – Resale POTS
- ❑ Percent Missed Installation Appointments – Resale Design
- ❑ Percent Missed Installation Appointments – UNE Loop and Port Combos
- ❑ Percent Missed Installation Appointments – UNE Loops
- ❑ Percent Provisioning Troubles within 4 Days - Resale POTS
- ❑ Percent Provisioning Troubles within 4 Days - Resale Design
- ❑ Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- ❑ Percent Provisioning Troubles within 4 Days - UNE Loops
- ❑ Customer Trouble Report Rate – Resale POTS
- ❑ Customer Trouble Report Rate – Resale Design
- ❑ Customer Trouble Report Rate - UNE Loop and Port Combos
- ❑ Customer Trouble Report Rate - UNE Loops
- ❑ Percent Missed Repair Appointments – Resale POTS
- ❑ Percent Missed Repair Appointments - Resale Design
- ❑ Percent Missed Repair Appointments - UNE Loop and Port Combos
- ❑ Percent Missed Repair Appointments - UNE Loops
- ❑ Maintenance Average Duration – Resale POTS
- ❑ Maintenance Average Duration – Resale Design
- ❑ Maintenance Average Duration - UNE Loop and Port Combos
- ❑ Maintenance Average Duration - UNE Loops
- ❑ Maintenance Average Duration – IC Trunks
- ❑ Percent Repeat Troubles within 30 Days – Resale POTS
- ❑ Percent Repeat Troubles within 30 Days – Resale Design
- ❑ Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- ❑ Percent Repeat Troubles within 30 Days - UNE Loops
- ❑ Percent Trunk Blockage
- ❑ LNP Disconnect Timeliness
- ❑ LNP Percent Missed Installation Appointment
- ❑ Coordinated Customer Conversions for UNE Loops
- ❑ Coordinated Customer Conversions for LNP
- ❑ Percent Missed Collocation Due Dates

VSEEM III TIER-2 SUBMETRICS

- ❑ Percent Response Received within “X” seconds – Pre-Order OSS
- ❑ OSS Interface Availability
- ❑ Order Process Percent Flow-Through (Mechanized only)
- ❑ Order Completion Interval (Dispatch only) – Resale POTS
- ❑ Order Completion Interval (Dispatch only) – Resale Design
- ❑ Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- ❑ Order Completion Interval (‘w’ code orders, Dispatch only) – UNE Loops
- ❑ Order Completion Interval (Dispatch only) – IC Trunks
- ❑ Percent Missed Installation Appointments – Resale POTS
- ❑ Percent Missed Installation Appointments – Resale Design
- ❑ Percent Missed Installation Appointments – UNE Loop and Port Combos
- ❑ Percent Missed Installation Appointments – UNE Loops
- ❑ Percent Provisioning Troubles within 4 Days - Resale POTS
- ❑ Percent Provisioning Troubles within 4 Days - Resale Design
- ❑ Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- ❑ Percent Provisioning Troubles within 4 Days - UNE Loops
- ❑ Customer Trouble Report Rate – Resale POTS
- ❑ Customer Trouble Report Rate – Resale Design
- ❑ Customer Trouble Report Rate - UNE Loop and Port Combos
- ❑ Customer Trouble Report Rate - UNE Loops
- ❑ Percent Missed Repair Appointments – Resale POTS
- ❑ Percent Missed Repair Appointments - Resale Design
- ❑ Percent Missed Repair Appointments - UNE Loop and Port Combos
- ❑ Percent Missed Repair Appointments - UNE Loops
- ❑ Maintenance Average Duration – Resale POTS
- ❑ Maintenance Average Duration – Resale Design
- ❑ Maintenance Average Duration - UNE Loop and Port Combos
- ❑ Maintenance Average Duration - UNE Loops
- ❑ Maintenance Average Duration – IC Trunks
- ❑ Percent Repeat Troubles within 30 Days – Resale POTS
- ❑ Percent Repeat Troubles within 30 Days – Resale Design
- ❑ Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- ❑ Percent Repeat Troubles within 30 Days - UNE Loops
- ❑ Billing Timeliness
- ❑ Billing Accuracy
- ❑ Usage Data Delivery Timeliness
- ❑ Usage Data Delivery Accuracy
- ❑ Percent Trunk Blockage
- ❑ LNP Disconnect Timeliness
- ❑ LNP Percent Missed Installation Appointment
- ❑ Coordinated Customer Conversions for UNE Loops
- ❑ Coordinated Customer Conversions for LNP
- ❑ Percent Missed Collocation Due Dates

VSEEM III TIER-3 SUBMETRICS

- ❑ Percent Missed Installation Appointments – Resale POTS
- ❑ Percent Missed Installation Appointments – Resale Design
- ❑ Percent Missed Installation Appointments – UNE Loop and Port Combos
- ❑ Percent Missed Installation Appointments – UNE Loops
- ❑ Percent Missed Repair Appointments – Resale POTS
- ❑ Percent Missed Repair Appointments - Resale Design
- ❑ Percent Missed Repair Appointments - UNE Loop and Port Combos
- ❑ Percent Missed Repair Appointments - UNE Loops
- ❑ Billing Timeliness
- ❑ Billing Accuracy
- ❑ Percent Trunk Blockage
- ❑ Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	<u>RETAIL ANALOGUE</u> Resale (x) and UNEs	<u>BENCH MARK</u>
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% ≤ 4 hrs
	Reject Interval (Mechanized only)		95% ≤ 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	

NOTES: ¹ The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month.
The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
² UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design ¹ Non-Design: Retail Res, Bus ¹	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD ²
	Percent Missed Installation Appointments		UD ²
CC	Coordinated Customer Conversions – UNE Loop		95% ≤ 15 min
Conversions	Coordinated Customer Conversions – LNP		95% ≤ 15 min
Collocation	% of Due Dates Missed		≤ 10%

NOTES: ¹ The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month.
The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
² UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treated equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
 - Identify variables that may affect the performance measure.
 - Record these important confounding covariates.
 - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
 - The method should provide a single overall index, on a standard scale.
 - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
 - The contribution of each comparison cell should depend on the number of observations in the cell.
 - Cancellation between comparison cells should be limited.
 - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a “black box.”
 - Calculations are well defined for possible eventualities.
 - The decision process is an algorithm that needs no manual intervention.
 - Results should be arrived at in a timely manner.
 - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
 - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
 - $P(\text{Type I Error}) = P(\text{Type II Error})$ for well defined null and alternative hypotheses.
 - The formula for a test’s balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

- 1) means
- 2) proportions, and
- 3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_2 and a fixed number of units for BST, n_{1j} . Suppose that the performance measure is a “trouble rate.” The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λn where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define “like” observations.

NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word “cell” should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

- L = the total number of occupied cells
 - j = 1, ..., L; an index for the cells
 - n_{1j} = the number of ILEC transactions in cell j
 - n_{2j} = the number of CLEC transactions in cell j
 - n_j = the total number transactions in cell j; $n_{1j} + n_{2j}$
 - X_{1jk} = individual ILEC transactions in cell j; $k = 1, \dots, n_{1j}$
 - X_{2jk} = individual CLEC transactions in cell j; $k = 1, \dots, n_{2j}$
 - Y_{jk} = individual transaction (both ILEC and CLEC) in cell j
- $$= \begin{cases} X_{1jk} & k = 1, K, n_{1j} \\ X_{2jk} & k = n_{1j} + 1, K, n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

- \bar{X}_{1j} = the ILEC sample mean of cell j
 - \bar{X}_{2j} = the CLEC sample mean of cell j
 - S_{1j}^2 = the ILEC sample variance in cell j
 - S_{2j}^2 = the CLEC sample variance in cell j
 - y_{jk} = a random sample of size n_{2j} from the set of Y_{j1}, K, Y_{jn_j} ; $k = 1, \dots, n_{2j}$
 - M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j} ;
- $$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the “pooled Z” can be written as

$$PM(t) = P\left(\sum_k y_{jk} = t\right) = \frac{\text{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P\left(\sum_k y_{jk} \leq t\right) = \frac{\text{the number of samples with sum } \leq t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

- a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j
- a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j
- a_j = the number of cases possessing an attribute of interest in cell j ; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \frac{\binom{n_{1j}}{h} \binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \leq h \leq \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \leq x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0, a_j - n_{1j})}^x HG(h), & \max(0, a_j - n_{1j}) \leq x \leq \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

- b_{1j} = the number of ILEC base elements in cell j
- b_{2j} = the number of CLEC base elements in cell j
- b_j = the total number of base elements in cell j ; $b_{1j} + b_{2j}$
- \bar{p}_{1j} = the ILEC sample rate of cell j ; n_{1j}/b_{1j}
- \bar{p}_{2j} = the CLEC sample rate of cell j ; n_{2j}/b_{2j}
- q_j = the relative proportion of CLEC elements for cell j ; b_{2j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1-q_j)^{n_j-k}, & 0 \leq k \leq n_j \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \leq x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^x BN(k), & 0 \leq x \leq n_j \\ 1 & x > n_j \end{cases}$$

CALCULATING THE TRUNCATED Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights, W_j .** A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j}n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j}n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j}b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value, Z_j .** A Z statistic with mean 0 and variance 1 is needed for each cell.

- If $W_j = 0$, set $Z_j = 0$.
- Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_j-1} \leq T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6} \left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j} n_{2j} (n_{1j} + n_{2j})}} \right) \left(t^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}} \right),$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j} \sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t . We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1,000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j} .
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1,000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

3. **Obtain a truncated Z value for each cell, Z_j^* .** To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $\text{Var}(Z_j^* | H_0)$.** In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

- If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $\text{Var}(Z_j^* | H_0)$ cannot be used. Set both equal to 0.
- If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1 - \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1 - q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$\text{Var}(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

- Otherwise, determine the total number of values for Z_j^* . Let z_{ji} and θ_{ji} , denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{ and}$$

$$\text{Var}(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - [E(Z_j^* | H_0)]^2.$$

The actual values of the z's and θ 's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1,000), \quad i = 1, K, N_j$$

$$z_{ji} = \min \left\{ 0, 1 - \Phi^{-1} \left(\frac{R_i - 0.5}{N_j} \right) \right\} \quad \text{where } R_i \text{ is the rank of sample sum } i$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min \left\{ 0, \frac{n_j i - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}} \right\}, \quad i = \min(a_j, n_{2j}), K, \max(0, a_j - n_{1j})$$

$$\theta_{ji} = \text{HG}(i)$$

Rate Measure

$$z_{ji} = \min \left\{ 0, \frac{i - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}} \right\}, \quad i = 0, K, n_j$$

$$\theta_{ji} = \text{BN}(i)$$

5. Calculate the aggregate test statistic, Z^T .

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* | H_0)}{\sqrt{\sum_j W_j^2 \text{Var}(Z_j^* | H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0 , that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a , that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T , and
4. a critical value, c

The decision rule¹ is

- If $Z^T < c$ then accept H_a .
- If $Z^T \geq c$ then accept H_0 .

There are two types of error possible when using such a decision rule:

¹ This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c | H_0)$.
Type II Error: $\beta = P(Z^T \geq c | H_a)$.

We want a balancing critical value, c_B , so that $\alpha = \beta$.

It can be shown that.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j) + \sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}$$

where

$$M(\mu, \sigma) = \mu \Phi\left(\frac{-\mu}{\sigma}\right) - \sigma \phi\left(\frac{-\mu}{\sigma}\right)$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2) \Phi\left(\frac{-\mu}{\sigma}\right) - \mu \sigma \phi\left(\frac{-\mu}{\sigma}\right) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j . When the cell sample sizes, n_{1j} and n_{2j} , are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j}, \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}, \sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2 \quad \delta_j > 0, \lambda_j \geq 1 \text{ and } j = 1, \dots, L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \quad \psi_j > 1 \text{ and } j = 1, \dots, L.$$

These hypotheses are based on the “odds ratio.” If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by²

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$\text{var}(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

² Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrika*, **38**, 468-470.
Version 1Q00: 3/6/00

$$\begin{aligned}\pi_j^{(1)} &= f_j^{(1)} \left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)} \right) \\ \pi_j^{(2)} &= f_j^{(1)} \left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)} \right) \\ \pi_j^{(3)} &= f_j^{(1)} \left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)} \right) \\ \pi_j^{(4)} &= f_j^{(1)} \left(n_j^2 \left(\frac{2}{\psi_j} - 1 \right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)} \right) \\ f_j^{(1)} &= \frac{1}{2n_j^2 \left(\frac{1}{\psi_j} - 1 \right)} \\ f_j^{(2)} &= n_j n_{1j} \left(\frac{1}{\psi_j} - 1 \right) \\ f_j^{(3)} &= n_j a_j \left(\frac{1}{\psi_j} - 1 \right) \\ f_j^{(4)} &= \sqrt{n_j^2 \left[4n_{1j} (n_j - a_j) \left(\frac{1}{\psi_j} - 1 \right) + \left(n_j + (a_j - n_{1j}) \left(\frac{1}{\psi_j} - 1 \right) \right)^2 \right]}\end{aligned}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}$$

Using the equations above, we see that Z_j has mean and standard error given by

$$\begin{aligned}m_j &= \frac{n_j^2 \pi_j^{(1)} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}, \text{ and} \\ se_j &= \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j} n_{2j} a_j (n_j - a_j) \left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}} \right)}}.\end{aligned}$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

$$H_0: r_{1j} = r_{2j}$$

$$H_a: r_{2j} = \epsilon_j r_{1j} \quad \epsilon_j > 1 \text{ and } j = 1, \dots, L.$$

Given the total number of ILEC and CLEC transactions in a cell, n_j , and the number of base elements, b_{1j} and b_{2j} , the number of ILEC transaction, n_{1j} , has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j} , are given by

$$\begin{aligned} E(n_{1j}) &= n_j q_j^* \\ \text{var}(n_{1j}) &= n_j q_j^* (1 - q_j^*) \end{aligned}$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$\begin{aligned} m_j &= \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \varepsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and} \\ \text{se}_j &= \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\varepsilon_j} \frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}. \end{aligned}$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j . Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j . The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j . Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j . The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j . The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.
- Parameter Choices for ψ_j or ϵ_j . The set of parameters ψ_j or ϵ_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_j for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ϵ for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

DECISION PROCESS

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, $diff = Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the $diff < 0$ indicates favoritism.

This make it very easy to determine favoritism: a positive $diff$ suggests no favoritism, and a negative $diff$ suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^T_{CLEC1} (See Exhibit C)
2. Calculate the balancing critical value ($C_{B_{CLEC1}}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ϵ). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.;
 $z^T_{CLEC1} - C_{B_{CLEC1}}$
5. Calculate the Volume Proportion using a linear distribution with slope of $\frac{1}{4}$. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4;
 $ABS((z^T_{CLEC1} - C_{B_{CLEC1}}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC₁ Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to OneTone by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, OneTone payment = Affected Volume_{CLEC1} * \$\$ from Fee Schedule

Example: OneTone Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^T_{CLEC1}	C_B	Parity Gap	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					<u>z_{CLEC1}</u>				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
									133

where n_I = ILEC observations and n_C = OneTone observations

Payout for OneTone is (133 units) * (\$100/unit) = \$13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.
2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z_{CLECA}^T
3. Calculate the balancing critical value ($C_{B_{CLECA}}$) that is associated with the alternative hypothesis (for fixed parameters δ , ψ or ϵ). (See Exhibit C)
4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.
5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.;
 $z_{CLECA}^T - C_{B_{CLECA}}$
6. Calculate the Volume Proportion using a linear distribution with slope of $\frac{1}{4}$. This can be accomplished by dividing the Parity Gap from step 5. by 4; $ABS((z_{CLECA}^T - C_{B_{CLECA}}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLECA_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).
8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

So, State Designated Agency payment = Affected Volume_{CLECA} * \$\$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State Quarter	n_I	n_C	MIA_I	MIA_C	z_{CLECA}^T	C_B	Parity Gap	Volume Proportion	Affected Volume
1	180000	2100	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					<u>z_{CLECA}</u>				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9	165	0.193	0.218	-0.918
10	80	0.160	0.235	-0.660

71
34
<hr/> 492

where n_i = ILEC observations and n_c = CLEC-A observations

Payout for CLEC-A is (492 units) * (\$300/unit) = \$147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

Process	Measures	TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
		Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

TABLE I SMALL SAMPLE SIZE TABLE
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%	16	75.00%	87.50%
6	66.67%	83.33%	17	76.47%	82.35%
7	71.43%	85.71%	18	77.78%	83.33%
8	75.00%	75.00%	19	78.95%	84.21%
9	66.67%	77.78%	20	80.00%	85.00%
10	70.00%	80.00%	21	76.19%	85.71%
11	72.73%	81.82%	22	77.27%	86.36%
12	75.00%	83.33%	23	78.26%	86.96%
13	76.92%	84.62%	24	79.17%	87.50%
14	78.57%	85.71%	25	80.00%	88.00%
15	73.33%	86.67%	26	80.77%	88.46%
			27	81.48%	88.89%
			28	78.57%	89.29%
			29	79.31%	86.21%
			30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.
4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total CLEC₁ Volume.
6. Calculate the payment to OneTone by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

$$\text{So, OneTone payment} = \text{Affected Volume}_{\text{CLEC}_1} * \$\$ \text{ from Fee Schedule}$$

Example: OneTone Missed Installation Appointments (MIA) for UNE Loops

	n_c	Benchmark	MIA_c	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for OneTone is (18 units) * (\$400/unit) = \$7,200

TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC₁ Volume.
7. Calculate the payment to OneTone by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, OneTone payment = Affected Volume_{CLEC1} * \$\$ from Fee Schedule

Example: OneTone Reject Timeliness

	n_c	Benchmark	Reject Timeliness _c	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for OneTone is (42 units) * (\$100/unit) = \$4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	\$40	\$50	\$60	\$70	\$80	\$90
Provisioning	\$100	\$125	\$175	\$250	\$325	\$500
Provisioning UNE (Coordinated Customer Conversions)	\$400	\$450	\$500	\$550	\$650	\$800
Maintenance and Repair	\$100	\$125	\$175	\$250	\$325	\$500
Maintenance and Repair UNE	\$400	\$450	\$500	\$550	\$650	\$800
LNP	\$150	\$250	\$500	\$600	\$700	\$800
IC Trunks	\$100	\$125	\$175	\$250	\$325	\$500
Collocation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	\$20
Ordering	\$60
Provisioning	\$300
UNE Provisioning (Coordinated Customer Conversions)	\$875
Maintenance and Repair	\$300
UNE Maintenance and Repair	\$875
Billing	\$1.00
LNP	\$500
IC Trunks	\$500
Collocation	\$15,000

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OneTone Telecom, Inc.
BellSouth Standard Interconnection Agreement**

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OneTone Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions Part B		2/29/00	
1-Resale	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
2-Network Elements & Other Services	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OneTone Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OneTone Telecom, Inc.
BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers & Number Portability	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
6-Ordering/Provisioning	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
7-Billing & Billing Accuracy Certification	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OneTone Telecom, Inc.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	Exhibit A	2/29/00	
8-ROW/Conduits/PoleAtt	1	2/29/00	
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OneTone Networks, Inc., Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OneTone Networks, Inc., Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions Part B			
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OneTone Networks, Inc., Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OneTone Networks, Inc., Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OneTone Networks, Inc., Inc.
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

**2000
BELLSOUTH
DISASTER RECOVERY PLANNING**

For

CLECS

CONTENTS

	<u>PAGE</u>
1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment)	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

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 to hasten the recovery process. 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 & 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 insure 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 Colonnade Building in Birmingham, Alabama. 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 who's 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 BELLSOUTH 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 for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

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 for Hospitals, Police and other emergency agencies;
- 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.)
- g) Begin restoring service to CLECs and other customers.

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 for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. 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 BELLSOUTH 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

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

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. 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 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that OneTone is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the “Act”), FCC requirements or State Commission requirements. OneTone also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests (“BFR”) are to be used when OneTone 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 included in the Agreement. New Business Requests (“NBRs”) are to be used when OneTone makes a request of BellSouth to provide a new or custom capability or function to meet OneTone’s business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between OneTone and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by OneTone and shall specifically identify the required 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. Such a request also shall include a OneTone’s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e., a “BFR”) or (ii) pursuant to the needs of the business (i.e., a “NBR”). The request shall be sent to OneTone’s Account Executive.
- 4.0 OneTone may cancel a BFR or NBR at any time. If OneTone cancels the request more than three (3) business days after submitting it, OneTone shall pay BellSouth’s reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If OneTone does not cancel a BFR or NBR, OneTone shall pay BellSouth’s reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from OneTone, BellSouth shall respond to OneTone by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary

analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, OneTone must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, OneTone may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 Unless OneTone agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

**Amendment to
Interconnection Agreement between
OneTone Telecom, Inc. and
BellSouth Telecommunications, Inc.
Dated 8/01/2001**

Pursuant to this Agreement (the "Agreement") OneTone Telecom, Inc. ("OneTone"), a South Carolina corporation, and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and OneTone dated 8/01/2001.

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

1. The Parties agree to delete **Attachment 1, Section 3.21** in its entirety in the interconnection agreement dated 8/01/2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee and replace it with the following:

"Notwithstanding the foregoing, BellSouth may provide OneTone notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs."

2. All other provisions of the Interconnection Agreement, dated 8/01/2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

OneTone Telecom, Inc.

By: Signature on File

By: Signature on File

Name: Elizabeth R. A. Shiroishi

Name: John J. Pringle Jr.

Title : Assistant Director

Title : Attorney

Date: 10/23/2002

Date: 10/17/2002