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March 16, 2004

Mr. Thomas N. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

Re: US LEC of Tennessee Inc. Petition for Arbitration – Interconnection with BellSouth

Dear Mr. Dorman:

Enclosed please find an original and four copies of US LEC of Tennessee Inc.'s Petition for Arbitration related to interconnection negotiations with BellSouth Telecommunications, Inc. A copy of this filing is being mailed to Dorothy Chambers, counsel for BellSouth.

Please indicate receipt of this filing by placing your file-stamp on the extra copy and returning to me in the enclosed self-addressed, postage-paid envelope.

Sincerely yours,

Douglas F. Brent
Counsel for US LEC of Tennessee Inc.

DFB:jms

Enc.

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Sincerely yours,

Douglas F. Brent
Counsel for US LEC of Tennessee Inc.

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Enc.

BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

Petition for Arbitration of	)
US LEC of Tennessee Inc.	)
Of an Amendment to an	)
Interconnection Agreement with	)
BellSouth Telecommunications, Inc.	)
Pursuant to Section 252(b) of the	)
Communications Act of 1934, as amended	)
	)
Petition of US LEC of Tennessee Inc.	)
To Resolve Dispute with	)
BellSouth Telecommunications, Inc. on	)
Change of Law Provisions to the	)
Interconnection Agreement	)

PETITION FOR ARBITRATION OF US LEC OF TENNESSEE INC.
OR, IN THE ALTERNATIVE,
A PETITION TO RESOLVE DISPUTE PURSUANT TO TERMS OF THE PARTIES' INTERCONNECTION AGREEMENT

US LEC of Tennessee Inc. ("US LEC"), by its undersigned counsel, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), and other applicable statutes, rules, regulations, and decisions, respectfully petitions the Kentucky Public Service Commission ("Commission") for arbitration of the unresolved issues arising out of negotiations to amend the interconnection agreement between US LEC and BellSouth Telecommunications, Inc. ("BellSouth"). The amendment is to effectuate the change of law provisions resulting from the Federal Communications Commission's ("FCC") *Triennial Review Order* ("TRO Amendment") and affecting US LEC's access to unbundled network elements ("UNEs") under the parties' interconnection agreement in Kentucky. US LEC requests that the Commission resolve each of the issues identified in

Section IV of this Petition by ordering the parties to incorporate US LEC's position into the TRO Amendment for execution by the parties.

In the alternative, US LEC seeks the Commission to treat the petition pursuant to Sections 15.4[1] and 11[2] of the Interconnection Agreement and resolve the dispute between the parties to amend the interconnection agreement to incorporate changes necessary to the agreement resulting from the FCC's *Triennial Review Order* ("*FCC TRO*").

In support of this Petition, US LEC states as follows:

I. THE PARTIES AND CONTACT INFORMATION

1. US LEC is a certificated local exchange service provided in Kentucky.

2. The name and address of the Petitioner are:

US LEC of Tennessee Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

3. All pleadings, documents, correspondence, notices, staff recommendations and orders filed, served or issued in this docket should be served on the following:

C. Kent Hatfield
Douglas F. Brent
Stoll, Keenon & Park, LLP
2650 AEGON Center
Louisville, KY 40202
502-568-9100

with copies to:

---

[1] The cited section is known as a "change of law" section, and provides that "[I]n the event that any final ... regulatory, judicial ... action materially affects any material terms of this Agreement ... [either party] may, on thirty days' written notice require that such terms be renegotiated ... in the event that such new terms are not renegotiated within 90 days after such notice, the dispute shall be referred to the Dispute Resolution procedure [within the Agreement]." The FCC held that where existing interconnection agreements contained "final or unappealable" language in the change of law provisions, upon the USTA I decision becoming final or the TRO rules becoming effective, the provision would be triggered. *See FCC TRO*, ¶ 705.

[2] Section 11 provides "if any dispute arises ...either party may petition the commission for a resolution of the dispute."

Terry J. Romine
Deputy General Counsel – Regulatory
US LEC Corp.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

and

Wanda G. Montano
Vice President, Regulatory and Industry Affairs
US LEC Corp.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

4. BellSouth is an incumbent local exchange carrier (ILEC) providing telecommunications services in Kentucky. BellSouth's official business address is 601 W. Chestnut Street, Louisville, KY 40203.

5. Upon information and belief, respondent's contact persons for purposes of interconnection have been, and all correspondence, notices, inquiries and orders regarding this Petition should be directed to BellSouth, as follows:

BellSouth Telecommunications, Inc.
CLEC Account Team
9th Floor
600 North 19th St.
Birmingham, AL 35203

and

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

and

Dorothy J. Chambers
General Counsel/Kentucky
BellSouth Telecommunications, Inc.

601 W. Chestnut Street
Room 407
Louisville, KY 40203

II. STATEMENT OF FACTS

6. On October 8, 2003, US LEC sent notice to BellSouth seeking to amend the parties' interconnection agreement to implement the *FCC TRO* that affected US LEC's access of UNEs within the BellSouth network.

7. For purposes of establishing the timelines set out in Section 252(b) of the Act, negotiations, therefore, began on October 8, 2003, and the period in which either party may filed for arbitration began on February 20, 2004 and will end on March 16, 2004. The Petition is timely filed with the Arbitration Window. The ninth month period after the date BellSouth received notice ends on July 8, 2004.

8. On October 23, 2003, US LEC sent BellSouth a proposed TRO Amendment ("US LEC Amendment").

9. On October 24, 2003, BellSouth acknowledged receipt of the US LEC Amendment and stated that it would provide a BellSouth-proposed TRO Amendment.

10. On December 12, 2003, BellSouth finally provided a template of Attachment 2 that incorporated provisions of the *FCC TRO* and indicated that the parties would negotiate from that document.[3]

11. On March 1, 2004, US LEC returned a redline of Attachment 2.

12. As of March 15, 2004, BellSouth has provided responses to certain of the sections but not all.

[3] On December 12, 2003, BellSouth also proposed a template of Attachment 6 as part of the TRO Amendment proposal, but has advised US LEC that Attachment 6 is no longer part of the negotiations for the purposes of the TRO Amendment.

13. Since early August 2003, US LEC has been trying to adopt subsequent interconnection agreements to replace interconnection agreements that expired on December 31, 2003.[4] Consequently, the conversations that have occurred with BellSouth have been directed to adopting a new interconnection agreement rather than negotiating the TRO Amendment. The parties, therefore, have had no substantive communications in order to negotiate the TRO Amendment.

14. On or about March 4, 2004, BellSouth advised US LEC that any negotiation of the TRO Amendment was on hold in light of the D.C. Court of Appeals decision issued on March 2, 2004 in which the Court vacated certain of the rules adopted by the FCC in the *FCC TRO*.[5] Therefore, for the most part, US LEC is unaware of what BellSouth's position is as to the proposed changes to the TRO Amendment.

15. Attached, as Exhibit A, is the proposed TRO Amendment that US LEC proposes that the parties execute. A matrix that reflects the parties' difference in language in the affected sections is attached as Exhibit B.

III. JURISDICTION

16. Under 47 U.S.C. § 252(b) of the Act, parties negotiating for interconnection terms within a particular state may petition the state commission for arbitration of unresolved issues during the 135th and 160th day of such negotiations. US LEC files this Petition with the Commission to preserve its rights under 47 U.S.C. § 252(b) and seeks relief from the Commission to resolve the outstanding disputes between the parties. Pursuant to 47

[4] *See* Notice of Intent to Adopt Interconnection Agreement, *In the matter of Adoption of Interconnection Agreement between BellSouth Telecommunications, Inc. and Time Warner Telecom of Ohio by US LEC of Tennessee*, filed March 8, 2004, Case No. 2004-00__.

[5] *See* USTA v. FCC, No. 00-00012 (D.C. Circuit, March 2, 2004) ("USTA II").

U.S.C. § 252(b)(4)(C) of the Act, unless the parties waive the statutory deadline, the Commission must conclude this arbitration no later than July 8, 2004.

17. Alternatively, Section 15.4 of the parties' interconnection agreement provides that a party may seek to renegotiate those portions of the interconnection agreement in the event of a Change of Law with a 30 days' written notice. If the parties are unable to renegotiate such new terms, the Dispute Resolution Procedure provision of the interconnection agreement is triggered. Under Section 11, Resolutions of Disputes, either party to the agreement may petition the Commission to resolve the dispute. US LEC provided such written notice to BellSouth. Ninety days has passed since such notice, and the parties have not been able to renegotiate new terms. The parties agreed that the Commission had jurisdiction to resolve the disputes in the event that the parties were unable to renegotiate such new terms upon application by one of the parties to the Commission. The FCC concluded that

> [T]o the extent a contractual change of law provision envisions a state role, we believe a state commission should be able to resolve a dispute over contract language at least within the nine-month timeframe envisioned for new contract arbitrations under section 252.[6]

US LEC asks that the Commission make its decision within the nine-month timeframe if it finds that the Petition should be treated under the contract terms of the agreement rather than under the provisions of Section 252 of the Act.

[6] *FCC TRO* at ¶ 704.

IV. UNRESOLVED ARBITRATION ISSUES AND THE POSITION OF THE PARTIES

17. In the first subsection (identified as "A") of this section, US LEC will provide (i) a listing of the issues (where know) between the parties that remain unresolved, with a reference to the relevant part of the agreement; (ii) a summary of what US LEC understands the parties' position with respect to each issue (where know); and (ii) a statement for each issue describing the legal and/or factual basis supporting US LEC's position. In the second subsection (identified as "B") of this section, US LEC identifies sections in which it proposed differing language than BellSouth's. The parties should be able to resolve these language differences with further negotiations. US LEC provides the summary to reserve its rights in the event the parties are unable to resolve the differences or more substantive issues arise in connection with the language.

A. Substantive Issues and Positions of the Parties

Issue A-1 (Sections 1.1, 1.2, 1.3, 1.4, 1.7, 1.8.2, 5.2.1, 5.2.2, 5.3, 6.1, 6.1.1.1, 6.1.1.2, 6.1.1.3): What statutes, regulations or other laws, rules and regulations govern BellSouth's obligation under Attachment 2 and US LEC's access to unbundled network elements?

US LEC's position: US LEC believes that BellSouth is obligated to provide access to unbundled network elements under Sections 251(c)(3) and 271(c)(2)(B)(ii) of the Act, Part 51 of the FCC's rules, or as required by the Commission pursuant to Section 252(e)(3), *i.e.,* Applicable Law, and may only restrict or limit access to unbundled network elements as prescribed by Applicable Law.

BellSouth's position: Unknown.

Discussion: BellSouth's language either cites Section 251 of the Act or the FCC rules as the basis of its obligations to provide US LEC access to unbundled network elements. US LEC submits that BellSouth's obligations to provide access to unbundled network elements flow from the Act, the FCC rules, regulations and orders, and the Commission's rules, regulations ("Applicable Law"). US LEC language is proposed to ensure that BellSouth may not decline to provide UNEs or other Services pursuant to Attachment 2 because of a claim that either the Act or the FCC rules, whichever one cited by BellSouth in the particular section, no longer requires the provision of such UNE. US LEC is willing to accept more general language, as set forth above, as a defined term of "Applicable Law."

US LEC is concerned that BellSouth with its "limiting language" is narrowing US LEC's rights to access Network Elements. US LEC wants to clarify that any language that appears to restrict US LEC's rights to access unbundled network elements is not intended to do so. US LEC's language incorporates the FCC's ruling into the sentence, and forecloses any future disputes on when it may access Network Elements under Attachment 2.

Issue A- 2 (Section 1.3): If there are no rates for a Network Element listed in the Agreement, what rates will apply?

US LEC position: US LEC believes that rates for Network Elements may either be approved by the Commission pursuant to 47 C.F.R. §§ 51.501 through 51.515 ("TELRIC Pricing") or by mutual agreement by the Parties. US LEC is unwilling

to apply BellSouth tariff pricing as it does not reflect TELCIC Pricing, and is unilaterally set by BellSouth.

BellSouth position: Unknown.

Issue A-3 (Sections 1.7, 1.8, 5.4.1): What non-recurring charges may BellSouth charge for conversion of wholesale services to Network Elements or Network Elements to wholesale services)?

US LEC position: BellSouth may not charge a non-recurring charge for the conversion of wholesale services to the equivalent Network Element.

BellSouth position: It may charge the non-recurring switch-as-is charge.

Discussion: 47 C.F.R. § 51.316(c) provides:

> Except as agreed to by the parties, an incumbent LEC shall not impose any untariffed termination charges, or any disconnect fee, re-connect fee, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements.

US LEC believes that "switch-as-is" charge or charges for re-arrangement or re-termination resulting from the conversion of wholesale services to Network Elements or Network Elements should not apply. Such fees are or are equivalent to a disconnect/re-connect fee. BellSouth may not charge such fees without US LEC's agreement pursuant to the cited FCC rule, and US LEC does not agree to do so.

Issue A-4 (Section 1.7): When BellSouth is required to reflect the price change as a result of a conversion from wholesale services to unbundled network elements?

US LEC position: BellSouth must make any conversion price change effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request.

BellSouth position: Unknown.

Discussion: The FCC left the timing of when pricing changes for the conversions would become effective, and "expect[s] carriers to establish appropriate mechanisms to remit the correct payment after the conversion request, such as providing that any pricing changes start the next billing cycle following the conversion request."[7] As directed, US LEC seeks to have a definitive timeframe on when the pricing changes become effective. US LEC's language is consistent with the *FCC TRO* and should be adopted.

Issue A-5: (a) (Section 1.6): Whether BellSouth may eliminate access to Network Elements without notice or ability for US LEC to object to the elimination?

(b) (Section 1.8): What transition period should be provided for the conversion, rearrangement, or disconnection of services that are no longer offered under the Agreement?

US LEC position: US LEC objects to the elimination of Network Elements without a notice provision. In the event a Network Element or service is no longer available under the terms of the Agreement, US LEC seeks a 90 day period from the date that BellSouth provides notice to US LEC of those services that BellSouth considers no longer available under the agreement. Conversion, in addition to rearrangement or disconnection, should be an option as well.

BellSouth position: A 30-day period after the effective date of the amendment.

[7] *FCC TRO* at ¶ 588.

Discussion: US LEC finds a unilateral decision by BellSouth to decree the termination of a Network Element or service to be unreasonable as BellSouth gains a benefit if it can terminate such services to US LEC. There must be a notice period to allow US LEC to dispute BellSouth's decision as such an action may result in a disruption of service to US LEC customers if a service were to be disconnected.

Additionally, upon receipt of such notice, US LEC will need time to inventory its embedded circuits and other services to issue the necessary orders for conversion, rearrangement or disconnection. As one of BellSouth's options, if orders are not issued within the specific timeframe, is to disconnect the services/circuits, US LEC is concerned that if US LEC is not provided sufficient time to prepare the orders, US LEC's customers could be disconnected without notice.

Issue A-6 (Sections 1.8.2, 2.3.11, 2.8.6.2, 5.2.4, 6.2.5, 6.4.2): What is the process for asking BellSouth to perform routine network modifications and what costs may BellSouth impose for performing such modification?

US LEC position: BellSouth must establish non-discriminatory processes and pricing, consistent with Section 252(d)(2) of the Act, for routine network modifications.

BellSouth position: A request to perform routine network modifications is a request separate from the initial order, BellSouth will handle as a project, and will provide a price quote.

Discussion: Sections 51.319(a)(8) and 51.319(e)(5) provide, in part, that "[a]n incumbent LEC shall perform all routine network modifications to" either

unbundled loop facilities or unbundled dedicated transport, respectively in a "nondiscriminatory fashion." Because the FCC has concluded, and the Court of Appeals affirmed the FCC's conclusions,[8] US LEC should not be required to seek such "routine" modification on an individual case basis with no specific intervals or pricing established. BellSouth's proposal could lead to discriminatory practices and pricing among the various competitors, which is contrary to the Act and the FCC's rules. Accordingly, BellSouth is obliged to provide the routine network modification on a standard non-discriminatory process and established prices under Section 252(d) of the Act. "State commissions have the discretion as to whether these costs should be recovered through non-recurring charges or recurring charges."[9] The FCC also noted that "the costs associated with these charges are often reflected in the recurring rates that CLECs pay for loops," and, therefore, US LEC suggests that no further charges may be made by BellSouth if it has already recouped such costs. US LEC's position is consistent with the Act and the FCC rules. The Commission should adopt US LEC's language.

Issue A-7 (Sections 1.1, 1.8.3): Whether BellSouth is required to provide access to Network Elements or combinations of Network Elements, or commingle any service, network or other offering with Network Elements or combinations of Network Elements, when it no longer is obligated to provides such access to the unbundled network elements pursuant to Section 251?

US LEC position: BellSouth must continue to provide access to unbundled network elements required by Section 271 of the Act under the Agreement even if

[8] *See* USTA II at p. 34 (slip opinion).
[9] *FCC TRO* at ¶ 640.

it no longer is required to provide such elements pursuant to Sections 251 or 252 of the Act or the FCC's rules.

BellSouth position: Unknown.

Discussion: Section 271(c)(2)(B) of the Act sets forth certain checklist items that a Bell operating company, such as BellSouth, must provide access in order to obtain interLATA authority. Included in the checklist is the access to "local loop transmission from the central office to the customer's premises" (271(c)(2)(B)(iv) and "unbundled from local switching or other services; local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching and other services" (271(c)(2)(B)(v). The FCC concluded in the *FCC TRO* that the RBOCs must continue to provide access under Section 271 to the checklist items 4 –6 and 10, even if such access is not mandated under Section 251.[10] The RBOCs, however, are not required to provide such elements under UNE pricing, but at just and reasonable rates. Id.

US LEC, therefore, objects to BellSouth's proposal to exclude access to either loops or dedicated transport under the Agreement, or prohibit it from being commingled with Network Elements or combinations of Network Elements under the Agreement. US LEC concedes that if BellSouth were to provide access to the checklist elements pursuant to Section 271, when the elements are no longer mandated to be provided under Section 251, the UNE rates set forth in the Agreement would not be applicable. US LEC is willing to enter into negotiations with BellSouth to determine just and reasonable rates, and to use the UNE rates as a proxy, subject to true-up, once the rate has been established. If a rate cannot be mutually agreed upon, US LEC proposes to use the dispute resolution provisions of the Agreement.

[10] *Id.* At ¶ 652.

BellSouth should not be permitted to avoid its 271 checklist obligations by attempting to remove such obligations from the scrutiny of the FCC and the Commission. US LEC is not asking that BellSouth provide access to the 271 checklist items at other than a just and reasonable rate, which should not be an issue for BellSouth.

Issue A-8 (Section 1.9): Whether the definition of "commingling" should be the same as the FCC's definition?

US LEC position: The definition of "commingling" should track the FCC's rules' definition.

BellSouth position: Unknown.

Discussion: Section 51.5 of the FCC's rules set forth certain terms and definitions. One such term and definition is "commingling." The rule states as follows:

> Commingling. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more facilities or services.

BellSouth has added the term "telecommunications" before services that may be intended to restrict and narrow the intent of the FCC. US LEC submits that the amendment language should follow that of the FCC's definition, and had proposed conforming language by removing the term "telecommunications" services before "services".

Issue A-9 (Section 1.9.4.): What jurisdictional authorization rate for multiplexing equipment and Central Office Channel interfaces should be billed when a Network Element is commingled with a wholesale service?

US LEC position: The multiplexing equipment and Central Office interface Channel interfaces should be billed from the jurisdictional authority of the lower bandwidth service.

BellSouth position: The multiplexing equipment and Central Office interface Channel interfaces should be billed from the jurisdictional authority of the higher grade of service.

Discussion: Pursuant to the FCC's rules, the ILECs are not required to ratchet pricing for commingled circuits, and US LEC agrees that BellSouth need not ratchet a commingled circuit. The issue, however, in this instance is whether a multiplexer and Central Office Interface Channel should be charged at a UNE rate or a wholesale rate. US LEC submits that it is the lower bandwidth service that causes a multiplexer and channel interface to be required. Therefore, the jurisdictional rates should follow the lower bandwidth service. If the multiplexer and channel interface are ordered initially to support only DS1 Loops, for example, then the multiplexer and interface should be charged at UNE rates, even if commingled with a DS3 wholesale transport circuit. Similarly, if all the loops are access channel services riding a DS3 UNE transport circuit, then the multiplexer and channel interface would be billed at the access rates.

Issue A-10 (Sections 2.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3): Whether the definitions for Network Elements may incorporate the FCC's rule sections that set forth the definition

rather than setting forth specific language that may interpret the FCC's rule definitions (Sections 2.1.1.?

US LEC position: The definition of a Network Element should incorporate the rule section from the FCC's rules.

BellSouth position: Unknown.

Discussion: US LEC is concerned that BellSouth has not copied the definitions of the Network Elements word for word from the FCC's rules nor has it made the definitions subject to a change of law provision. US LEC is not prepared to accept the definitions as drafted by BellSouth, but prefers to rely on the FCC's language. In the event of a dispute as to what the language means or was intended to mean, if the FCC's rule language is used, then the parties or the Commission may be guided by the FCC's discussion in its orders to resolve the dispute. If, on the other hand, the words differ from the FCC's wording, then there may be a presumption that the parties intended a different meaning or different result than that prescribed by the FCC. Accordingly, US LEC proposed to cite the rule that included the definition for the Network Element. In the event that the FCC changes the definition in a material manner, then it also would be clear that the change of law provisions of the agreement is triggered. The negotiations for such change of law would be facilitated because the parties could again incorporate the new FCC rule language. In the alternative, US LEC would agree that the definitions could include a word for word definition from the FCC's rules, with a specific provision that should the FCC change the definition, such change would trigger the change of law provision.

Issue A-11 (Section 2.1.1.2): Whether new build or Greenfield areas should be more clearly defined?

US LEC position: The section should incorporate the FCC's language as to what is considered a new build or Greenfield area where the ILEC is not required to provide access to the Fiber-to-the-Home loop on an unbundled basis.

BellSouth position: unknown

Discussion: BellSouth's language eliminates any obligation on its part to provide access to local loops in a Greenfield area. US LEC disagrees that BellSouth has no obligation to provide access to loops in a Greenfield area because of its obligation to provide such access under Section 271 of the Act. As discussed previously, BellSouth must still provide access to loops and transport under Section 271 of the Act, even if has no mandated obligation under 251. Also US LEC reiterates that if US LEC seeks such access, the rates would be commercially reasonable rates, not the UNE rate.

Issue A-12 (Section 2.1.1.3, 2.1.1.4, 2.1.5): Whether BellSouth is obligated to restore the copper loop if available, and whether its obligations are subject to performance measures and agreed-upon intervals?

US LEC position: If a copper loop is available, BellSouth is required to restore it to service, and, if it cannot, then it must provide the 64kbps narrowband voice grade channel to US LEC on the same interval as an equivalent Loop without additional costs to US LEC.

BellSouth position: Unknown.

Discussion: Section 51.319(a)(3)(ii) conditionally provides that an ILEC is not required to provide nondiscriminatory access to a FTTH on an unbundled basis if the loop is deployed parallel to, or in replacement of, an existing copper loop facility. The ILEC, however, must either maintain the copper loop connected to the customer premises after deploying the FTTH loop and provide such nondiscriminatory access to it on an unbundled basis and must restore the copper loop to serviceable condition upon request. If BellSouth retires the copper loop, it must provide nondiscriminatory access to a 64 kbps transmission path capable of voice grade service over the FTTH on an unbundled basis. BellSouth's language eliminates the "shall" provision of the FCC rules and allows it to decide whether to make the copper loop available, or provide unbundled access to a narrowband transmission path on the FTTH. Further, BellSouth seeks to provide such access on an ICB basis. The FCC adopted its rules to prevent the ILECs from denying access to already-existing cable loops necessary to serve the mass market customers. BellSouth's language does exactly that which the FCC sought to prevent – the ILEC creating a barrier to entry over elements that are in its sole control. US LEC's language more closely follows the FCC's rules and the intent of the section.

Issue A-13 (Sections 1.7, 2.1.8): Whether an outside dispatch to provision a conversion excludes it from the FCC's rules requiring conversions of wholesale service to Network Elements?

US LEC position: The requirement is not permissible under the FCC's rules.

BellSouth position: The requirement is permissible.

Discussion: Section 51.316(a) of the FCC's rules provides that

> Upon request, an incumbent LEC shall convert a wholesale service, or group of wholesale services, to the equivalent

> unbundled network element, or combination of unbundled network elements, that is available to the requesting telecommunications carrier under section 251(c)(3) of the Act and this part.

The FCC rules require the ILEC to convert wholesale services to UNEs or UNE combinations, or UNEs or UNE combinations to wholesale service.[11] A conversion is generally sought when an end user is being served by a circuit provisioned as an access service, and the circuit becomes eligible to be converted to a UNE. Generally, there should be no dispatch because the circuit remains the same, it should be converted from one billing system to another one. Nevertheless, the FCC does not define a "conversion" as on a billing change without a dispatch. Accordingly, BellSouth language further restricts the FCC requirement that it convert wholesale services to UNEs or UNE combinations upon US LEC's request. US LEC is concerned that BellSouth may change its business rules to require an outside dispatch for any conversion (for example, require a dispatch to re-tag the circuits because they are being converted from special access to UNE) and then decline to make such conversions because the request is no longer a conversion as defined by the agreement. US LEC submits that if it seeks a conversion of a wholesale service to a Network Element, has requested conversion of the same circuit/loop with no requested changes to the Loop for the same End User, and BellSouth makes an outside dispatch due to its internal procedures to complete such conversion, it remains a conversion. On the other hand, if there is a request to physically change some configuration of the circuit (*e.g.,* the end user changing locations), and a dispatch is required, then US LEC would agree such a request is not a conversion. But such a request would

[11] *Id.* at ¶ 586.

not fall under the definition of a "conversion" because of the change in location. The disputed language should be omitted.

Issue A-14 (Sections 2.3.8 and 2.3.9): Whether BellSouth may narrow US LEC's access to DS3 and STS-1 loops by adding the words "that is dedicated for the use of the ordering customer [CLEC] for the purpose of provisioning local exchange and associated exchange access services."

US LEC position: BellSouth may not qualify the provisioning and use of the DS3 and STS-1 loops except as limited by the FCC's rules.

BellSouth position: Unknown

Discussion: The amendment already has language that restricts, pursuant to the FCC's rules, when US LEC may access Network Elements. The language proposed by BellSouth may have the effect of further limiting US LEC's access or it is merely redundant with the other provisions of the amendment. It should be deleted in either case to avoid confusion by an appearance that additional restrictions have been placed on access to DS3 and STS-1 loops.

Issue A-15: (a) (section 2.3.13): What is the cap on ordering DS3 loops to a customer location?

(b) (Section 6.2.3): What is the cap on ordering unbundled dedicated DS3 circuits on a single route?

US LEC position: The FCC rules state that a requesting telecommunications carrier may obtain a maximum of two unbundled DS3 loops for any single customer location and may obtain a maximum of twelve unbundled dedicated

DS3 circuits for any single customer location. The FCC did not provide for an equivalency or capacity test for the cap.

BellSouth position: US LEC may access a total capacity of two DS3s per End User location.

Discussion: Section 51.319(a)(5)(iii) of the FCC's rules provides that

> A requesting telecommunications carrier may obtain a maximum of two unbundled DS3 loops for any single customer location where DS3 loops are available as unbundled loops.

Section 51.319(e)(2)(iii) of the FCC's rules provides that

> A requesting telecommunications carrier may obtain a maximum of 12 unbundled dedicated DS3 circuits for any single route for which dedicated DS3 transport is available as unbundled transport.

The FCC does not use the words "or equivalent capacity" in its rules that delineate the cap on unbundled DS3 circuits. In other sections that set forth rules applicable to Network Elements, the FCC does use phrases such as "DS1-equivalent circuits"[12], so it is evident that the FCC understands that high capacity circuits may have "equivalent capacity." Had the FCC intended to place a cap on DS3 loop based on "equivalent capacity" or "DS1-equivalent circuits," it would have done so. It did not. Accordingly, the cap language should be as set forth in Sections 51.319(a)(5)(iii) and 51.319(e)(2)(iii), respectively, as cited above.

Issue A-16 (Sections 5.2.6 and 5.2.7): Whether US LEC is required to agree to an audit procedure that is not compliant with the FCC's discussions set forth in the text of the *FCC TRO*?

[12] *See* 47 C.F.R. § 51.318(b).

US LEC position: Although the FCC did not adopt specific audit rules for EELs, it discussed the process and procedures that it believed would address the ILECs' need to verify that CLECs were complying with the service eligibility criteria when ordering or converting EELS, but the ILEC could not abuse the right to the detriment of the CLEC. US LEC asks that the FCC's text be included in these sections rather than the "pick and choose" language that BellSouth has proposed.

BellSouth position: Unknown.

Discussion: The FCC detailed the audit requirements for EELs and the obligations and rights each party had in connection with audits.[13] US LEC has proposed language that incorporates the FCC's reasoning that balances the ILEC's need to ensure compliance with the service eligibility requirements and the risk of baseless audits intended to impose additional costs on the CLECs. BellSouth's language eliminates the elements of the audits that provide protection to the CLEC against unwarranted, intrusive, and costly audits. US LEC's language mirrors the language contained in the FCC's order, and provides the necessary balance to allow BellSouth to conduct an audit to determine compliance with the usage requirements, but does not unduly burden US LEC in cooperating with the audits. Accordingly, US LEC does not want to give up any protections that the FCC found relevant in providing for the audit rights of the ILEC.

Issue A-17 (Sections 2.8.6.2, 2.8.6.3, 6.4.3): Whether BellSouth may decline to make available Dark Fiber Loops or Dark Fiber Transport if it has plans to use it within a two-year planning period?

[13] *FCC TRO* at ¶¶ 625 – 629.

US LEC position: BellSouth should not be permitted to decline to make unbundled dark fiber (either loops or transport) available based on such an extended planning period.

BellSouth position: Unknown.

Discussion: US LEC has been unable to find any authority that permits BellSouth to decline the availability of unbundled dark fiber based on any future expansion or use. A two-year planning period is excessive, and provides BellSouth an opportunity to avoid its obligations under the FCC rules with no regulatory oversight to determine whether it has an actual need. At a minimum, if a reservation period is adopted, the period should not exceed a one-year period.

B. Summary of Sections with Language Differences

Issue B-1 Section 2.3.8): US LEC proposes to add language that the DS-3 transport may be provisioned over fiber optic transport systems as well as through metallic-based electrical interface.

Issue B-2 (Sections 2.1.5.1, 2.1.5.2, 2.1.6.1, 2.1.6.4, 2.3.10, 5.2.3, 5.2.8, 5.3.3, and 5.4.4). US LEC has suggested revising these sections to clarify the rights and obligations of each party to more closely follow the requirements of the Act and FCC rules.

Issue B-3 (Sections 2.8.3): US LEC disagrees with BellSouth's language on BellSouth's obligation to provide access to unbundled "network terminating wire" which is wire that BellSouth contends is unshielded twisted copper wiring that is used to extend circuits from an intrabuilding network cable termination or from a building entrance terminal to an individual end user's demarcation point. BellSouth is obligated to unbundle this wire

to the demarcation point, and it is not a reciprocal obligation as BellSouth has attempted to provide.

Issue B-4 (Section 2.3.12): US LEC will agree to the rounding up of airline miles when calculating the mileage rate for a DS3 loop, but has eliminated the BellSouth language applying a one mile minimum. Most loops will have some length to them, and, therefore, the rounding up will result in a one mile minimum. US LEC finds the language redundant. If it is not redundant, US LEC does not agree to pay for mileage that does not exist.

Issue B-5 (Section 14): The current provisions under Section 14 do not reflect that OSS is an unbundled network element under either the Act or the FCC rules. US LEC seeks to add the language to clearly identify the basis on which it accesses the OSS.

Issue B-6 (Section 5.2.5): BellSouth seeks to impose a per EEL request certification requirement. US LEC wishes to clarify that the placement of the order is the certification mechanism. Otherwise, if a separate certification were required, it would place a burden on US LEC, and could delay orders if the order and the certification were separated during the provisioning process. US LEC proposes that by placing the order, US LEC is certifying that such EEL circuit meets the requirements of Section 51.318(b) of the FCC rules.

Issue B-7 (Section 2.1.6.2): In the event US LEC has isolated a trouble to a BellSouth-provided loop and has issued a trouble report to BellSouth along with the test results, if requested, US LEC expects that BellSouth will repair the trouble. BellSouth has qualified its obligation to repair with the phrase "if a trouble exists." US LEC reads this phrase to permit BellSouth to take no action on the trouble report, if in its discretion, it

does not believe a trouble exists. If US LEC has isolated a trouble to the BellSouth-provided loop and issued the trouble report, BellSouth must repair the trouble.

Issue B-8 (Sections 2.3, 2.8.4, 2.8.5,): BellSouth seeks to have the parties negotiate market-based rates for certain elements where UNE rates will no longer apply. US LEC agrees to conduct such negotiations, when applicable, but proposes to clarify when the negotiations begin, *i.e.,* either the later of the last signatory date to the amendment or the Effective Date of the amendment, and that the negotiation period should be 120 days rather than 90 days. US LEC suggests the two separate triggers because of the concern of the term "Effective Date." Should BellSouth argue the Effective Date is retroactive to the effective date of the *FCC TRO* rules, then the negotiation period becomes moot as the time has passed for such negotiations. US LEC only seeks to reserve its rights for the opportunity to negotiation the rates if necessary.

Issue B-9 (Section 3, Line Sharing): US LEC seeks to clarify the language in connection with BellSouth's line sharing obligations to conform with the FCC's rules.

Issue B-10 (Sections 2.4 through 2.6): US LEC seeks to clarify language in connection with Unbundled Copper Loop definitions, unbundled loop conditioning requirements, and loop provisioning involving Integrated Digital Loop Carriers to conform with the FCC's rules and commercial reasonableness.

Issue B-11 (Section 4, Local Switching): US LEC seeks to clarify language in connection with unbundled local switching to conform to the FCC's rules.

V. PROCEDURAL MATTERS

18. Section 252(b)(4)(C) of the Act requires that, unless waived by the parties, the Commission should render a decision in this proceeding not later than nine (9) months

after the date on which the interconnection negotiations commenced, which in this case, is July 8, 2004. In order to allow for the most expeditious conduct of this arbitration, US LEC respectfully requests that the Commission promptly issue a procedural order establishing a schedule for discovery, prefiled testimony, a prehearing conference, a hearing, and such other process as the Commission may determine to be necessary.

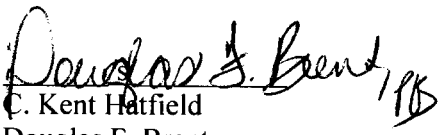
VI. CONCLUSION AND PRAYER

19. US LEC requests that the Commission arbitrate the unresolved issues described above and resolve them in US LEC's favor. US LEC's TRO Amendment is reasonable and consistent with applicable law and the *FCC TRO*. To the extent that BellSouth raises issues or proposes terms for the first time in its response to this Petition, US LEC reserves the right to move to strike or otherwise respond to the response and any as-yet undisclosed issues and proposals.

Respectfully submitted,

US LEC OF TENNESSEE INC.

Dated: March 16, 2004

By: 

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US LEC PROPOSED

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

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 <<customer_short_name>> in accordance with its obligations under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or as otherwise required by the [**State Commission TXT***] pursuant to 47 U.S.C. § 252(e)(3). In the event BellSouth is no longer obligated to provide Network Elements or combinations of Network Elements under either 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, but is obligated to provide access to such Network elements or combinations of Network Elements under § 271 of the Act, US LEC may access these Network Elements or combinations of Network Elements pursuant to this Attachment, and the Parties shall mutually agree upon the rates; such rates not to exceed wholesale rates and to be just, reasonable and non-discriminatory. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment <<customer_short_name>> uses in the provision of a qualifying service, as defined by either 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. <<customer_short_name>> may not access a Network Element for the sole purpose of providing "Non-Qualifying Services" as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of <<customer_short_name>>, and to the extent technically feasible, provide to <<customer_short_name>> access to its Network Elements for the provision of <<customer_short_name>>'s services so long as the Network Element will not be used solely for Non-Qualifying Services. If no rate is identified in this Agreement, the rate will be determined by the Commission pursuant to FCC's Rule Sections 51.501 through 51.515 or as negotiated by the Parties upon request by either Party.

1.4 <<customer_short_name>> may access and use Network Elements from BellSouth in accordance with 47 C.F.R Part 51.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Omitted intentionally.

1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of Network Elements that is available to <<customer_short_name>> under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any price change resulting from the conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request from US LEC. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth.

1.8 Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), <<customer_short_name>> will submit orders to rearrange or disconnect those arrangements or services within ninety (90) calendar days of US LEC's receipt of notice from BellSouth identifying specific service arrangements that must be transitioned to other services pursuant to this Section. If orders to rearrange or disconnect those arrangements or services are not received by the 91st day after receipt of such notice, BellSouth may convert the subject non-compliant service arrangements to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as BellSouth and US LEC may agree, provided that US LEC has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement. No nonrecurring charges, such as termination fees, disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with such conversion to an analogous access service will apply.

1.8.1 <<customer_short_name>> may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards. This section shall not be construed to limit US LEC's ability to access and use Network Elements, as set forth in Section 1.1 of this Agreement.

1.8.2 Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, <<customer_short_name>> may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network

Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

1.8.3 Omitted intentionally.

1.9 Commingling of Services

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more services or facilities that <<customer_short_name>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale services or facilities.

1.9.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.

1.9.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

1.9.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth service.

1.10 If <<customer_short_name>> reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 Rates

1.11.1 The prices that <<customer_short_name>> shall pay to BellSouth for Network Elements and combinations of Network Elements and Other Services are set forth in Exhibit A to this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rate. If

<<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges, if applicable, will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.11.3 If <<customer_short_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, an OMC will be paid by <<customer_short_name>> in accordance with the Agreement, or appropriate BellSouth Federal or state tariff, if billed by BellSouth.

1.11.4 A one-month minimum billing period shall apply to all Network Elements and combination of Network Elements and Other Services.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is as defined in 47 C.F.R. Part 51.319(a). The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises. <<customer_short_name>> shall purchase the entire bandwidth of the Loop and, except as required herein or by Applicable Law, or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.1.2 Notwithstanding any other provision of the Agreement or any BellSouth tariff or SGAT, US LEC shall not be entitled to obtain nondiscriminatory access to a FTTH Loop (or any segment thereof) on an unbundled basis where BellSouth has deployed such a Loop to an end user's customer premises that previously was not served by any BellSouth copper, fiber or any otherwise technically feasible Loop.

2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will provide nondiscriminatory access to a 64kbps transmission path capable of voice grade service over its FTTH facilities as a Network Element or combination of Network Elements.

2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition. If BellSouth is unable to restore the copper Loop to serviceable condition and meet its standard Loop provisioning interval, BellSouth will make a 64kbps narrowband voice grade channel available to US LEC over its FTTH facilities as described in § 2.1.1.3 above.

2.1.1.5 For hybrid loops, where <<customer_short_name>> seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.

2.1.1.6 <<customer_short_name>> may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.

2.1.2 The provisioning of a Loop to <<customer_short_name>>'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 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 fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.4 The Loop shall be provided to <<customer_short_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.5 BellSouth will provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the

provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging as set forth in Exhibit A of this Attachment only apply when US LEC orders Loop Tagging and a dispatch is not required to provision the Loop.

2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable TELRIC-compliant Trouble Determination rates approved by the Commission and incorporated in Exhibit A of this Attachment.

2.1.6 **Loop Testing/Trouble Reporting**

2.1.6.1 <<customer_short_name>> will be responsible for testing and isolating troubles on the Loops. <<customer_short_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will provide the results of the <<customer_short_name>> test if available indicating a problem on the BellSouth provided Loop.

2.1.6.2 Once <<customer_short_name>> 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. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

2.1.6.3 If <<customer_short_name>> reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status, in accordance with TELRIC-compliant rates to be approved by the Commission and incorporated in Exhibit A of this Attachment. If, US LEC reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to US LEC of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, US LEC shall be credited on the next billing cycle for charges associated with the prior trouble.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact

name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable TELRIC-compliant Trouble Determination rates approved by the Commission and incorporated in Exhibit A of this Attachment.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 "Order Coordination" (OC) allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'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.

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

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by <<customer_short_name>> when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in <<customer_short_name>>'s Interconnection Agreement before requesting a conversion.

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

2.1.8.3 The Loops converted to <<customer_short_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.1.8.4

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 **(Non-Designed)**	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND **(Non-Designed)**	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 **Bulk Migration**

2.1.9.1 If <<customer_short_name>> requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, <<customer_short_name>> must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration." This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the

Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 0 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, <<customer_short_name>> should refer to the "Guides" section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: http://www.interconnection.bellsouth.com/

2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the "CLEC UNE Products" website at the following address: http://www.interconnection.bellsouth.com/guides/html/unes.html

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 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>>. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a

chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that <<customer_short_name>> may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. 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 <<customer_short_name>> 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 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, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 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, OC, and a DLR. <<customer_short_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.3.1 Upon the last signatory date of this Attachment, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the last signatory date of this Attachment will be grandfathered at the rates set forth in the Parties' Agreement that was in effect immediately prior to the last signatory date of this Attachment. Existing UDCs that were provisioned prior to the last signatory date of this Attachment may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days written notice that such UDC must be terminated. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

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 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.

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, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second

(Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport can be either a metallic-based electrical interface or an optical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping. 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 (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport can be either a metallic-based electrical interface or an optical interface.

2.3.10 Omitted intentionally.

2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, <<customer_short_name>> may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. The request may not be used to place fiber. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 <<customer_short_name>> may access a total of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

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 (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.2.5 Upon the last signatory date of this Attachment, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the last signatory date of this Attachment will be grandfathered at the rates set forth in the Parties' Agreement that was in effect immediately prior to the last signatory date of this Attachment. Existing UCL-Ls that were provisioned prior to the last signatory date of this Attachment may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days written notice that such UCL-L must be terminated.

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 (MDF) 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 Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 BellSouth shall perform Line Conditioning in accordance with 47 C.F.R. 51.319(a)(1)(iii). Line Conditioning is as defined in 47 C.F.R. Part 51.319(a)(1)(iii)(A). This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops.

2.5.3 For any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to

<<customer_short_name>>. Loop conditioning orders that require the removal of other bridged tap will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 Omitted intentionally.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.6 In those cases where US LEC 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 a UCL.

2.5.7 If <<customer_short_name>> requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 <<customer_short_name>> 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 <<customer_short_name>> desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

2.6.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g. hairpinning):

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 "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 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.

2.6.3 If no alternate facility is available, and upon request from <<customer_short_name>>, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's 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.

2.7.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> may access the End User's customer premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow <<customer_short_name>> to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space andare not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 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;

2.7.3.1.3 Either Party may 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

2.7.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 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 <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> 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.

2.7.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> 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.

2.7.4 Technical Requirements

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

2.7.4.2 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 <<customer_short_name>>'s NID.

2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. <<customer_short_name>> may request BellSouth to do additional work to the

NID on a time and material basis. When <<customer_short_name>> deploys its own local Loops in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID 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) elements as specified herein.

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 available the following sub-loop distribution offerings where facilities exist:

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 copper 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.

2.8.2.3.1 If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from <<customer_short_name>>, 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 <<customer_short_name>>'s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> 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. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before <<customer_short_name>> 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 <<customer_short_name>>'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.

2.8.2.8 Once the site set-up is complete, <<customer_short_name>> will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when <<customer_short_name>> requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases multiunit premises wiring.

2.8.3.3 Requirements

2.8.3.3.1 Upon request, BellSouth 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 BellSouth shall not be required to install new or additional NTW beyond existing NTW unless it would do so upon request from one of its own end users or is otherwise required to do so in order to comply with FCC or Commission rules and orders.

2.8.3.3.3 Omitted intentionally.

2.8.3.3.4 Omitted intentionally.

2.8.3.3.5 Upon receipt of an UNTW SI requesting access to BellSouth'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 US LEC, an Access Terminal will be installed at a single point of interconnection or adjacent to each (or an individual) BellSouth Garden Terminal or inside each (or an individual) BellSouth Wiring Closet. US LEC will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. US LEC 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 US LEC on that pair. US LEC shall use commercially reasonable efforts to access only available UNTW pairs.

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

2.8.3.3.7 US LEC is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of US LEC . The submission of the SI by US LEC will serve as certification by US LEC that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) calendar days of completion

and demands removal of Access Terminals, US LEC will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 US LEC shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of US LEC's failure to obtain the property owner's permission. US LEC will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time US LEC activates the pair(s). US LEC will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, US LEC may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, US LEC will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, US LEC will isolate and report troubles to BellSouth. In such cases, US LEC must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge US LEC for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If US LEC initiates the Access Terminal installation and US LEC has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to US LEC's request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill US LEC a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If BellSouth determines that US LEC is using the UNTW pairs without reporting the activation of the pairs, US LEC will be billed for the use of that pair back to the date the End User began receiving service from US LEC at that location. Upon request, US LEC will provide copies of its redacted billing record or installation order to substantiate such date. If US LEC fails to provide such records, then BellSouth will bill US LEC back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Upon the last signatory date of this Attachment, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within one hundred twenty (120) calendar days of the last signatory date of this Attachment, <<customer_short_name>> will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this one hundred twenty (120) calendar day period, market-based rates have not been negotiated and <<customer_short_name>> has not issued the appropriate disconnect orders, BellSouth may, upon thirty (30) calendar days written notice, disconnect any remaining USLF elements and bill <<customer_short_name>> any applicable disconnect charges.

2.8.5 **Unbundled Loop Concentration**

2.8.5.1 Upon the last signatory date of this Attachment, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the last signatory date of this Attachment will be grandfathered at the rates set forth in the Parties' Agreement that was in effect immediately prior to this Attachment and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety (90) calendar days written notice that such ULC must be terminated.

2.8.6 **Dark Fiber Loop**

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. 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 <<customer_short_name>> to utilize Dark Fiber Loops.

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, <<customer_short_name>> may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. The request may not be used to place fiber. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

2.8.6.3 Requirements

2.8.6.3.1 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; or (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. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.6.3.2 BellSouth is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications and warrants that the Dark Fiber Loop is capable of performing within industry standards at the time the Dark Fiber Loop is delivered to US LEC.

2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of Dark Fiber Loop("Confirmation").

2.8.6.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 Loop Makeup

2.9.1 Description of Service

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

2.9.1.2 BellSouth will provide <<customer_short_name>> 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 <<customer_short_name>> 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 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 <<customer_short_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> 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 <<customer_short_name>>'s ability to provide advanced data services over the ordered Loop type. Further, if <<customer_short_name>> orders Loops that do not require a specific facility medium (i.e. copper only) or 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. <<customer_short_name>> 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 <<customer_short_name>> may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine Loop service capability, <<customer_short_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: http://interconnection.bellsouth.com/guides/html/unes.html . The service interval for the return of a Manual LMUSI is three (3) business days.

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, <<customer_short_name>> may reserve up to ten (10) Loop facilities. For a Manual LMUSI, <<customer_short_name>> may reserve up to three (3) Loop facilities.

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

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

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

2.9.3.5 Where <<customer_short_name>> has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_short_name>>.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which <<customer_short_name>> provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and <<customer_short_name>> using the high frequency spectrum (as defined below) of the loop.

3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with <<customer_short_name>>. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.3 For the period from October 2, 2003, through October 1, 2004, <<customer_short_name>> may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, <<customer_short_name>> may not request new Line Sharing arrangements under the terms of this Agreement.

3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the F.C.C. Triennial Review Order.

3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with <<customer_short_name>>, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.

3.1.6 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 <<customer_short_name>> 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. <<customer_short_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.7 Access to the High Frequency Spectrum requires an unloaded, 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.

3.1.8 BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service.

3.1.9 Line Sharing 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 <<customer_short_name>> desires to continue providing xDSL service on such Loop, BellSouth shall continue to provide Line Sharing to <<customer_short_name>> at the same rate that BellSouth charged for such access prior to the effective date of the FCC's Triennial Review Order and 47 C.F.R. § 51.319(a)(1)(i)(A).

3.1.10 Between the effective date of the FCC's Triennial Review Order as required by 47 C.F.R. § 51.319(a)(1)(i)(B) and three years after that effective date, BellSouth shall provide US LEC with access to the high frequency portion of a copper loop in order to service line sharing customers obtained between the effective date of the FCC's Triennial Review Order and one year after that effective date in the following manner:

(a) During the first year following the effective date of the Commission's Triennial Review Order, BellSouth shall provide access to the high frequency portion of a copper loop at 25% of the state-approved monthly recurring rate, or 25% of the monthly recurring rate set forth this Agreement for access to a copper loop in effect on that date.

(b) Beginning one year plus one day after the effective date of the Commission's Triennial Review Order until two years after that effective date, BellSouth shall provide access to the high frequency portion of a copper loop at 50% of the monthly recurring rate set forth in this Agreement for access to a copper loop in effect on the effective date of the Commission's Triennial Review Order.

(c) Beginning two years plus one day after effective date of the Commission's Triennial Review Order until three years after that effective date, the incumbent LEC shall provide access to the high frequency portion of a copper loop at 75% of the monthly recurring rate set forth in this Agreement for access to a copper loop in effect on the effective date of the Commission's Triennial Review Order.

3.1.11 If <<customer_short_name>> reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status, in accordance with TELRIC-compliant rates to be approved by the Commission and incorporated in Exhibit A of this Attachment. If, US LEC reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to US LEC of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, US LEC shall be credited on the next billing cycle for charges associated with the prior trouble.

3.1.12 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

3.2.1 BellSouth will provide <<customer_short_name>> with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, <<customer_short_name>>, or a third Party with whom US LEC has contracted, must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

3.2.1.2 <<customer_short_name>> may provide its own splitters or may order splitters in a central office once the DSLAM has been installed in that central office. BellSouth will install splitters within thirty-six (36) calendar days of <<customer_short_name>>'s submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of <<customer_short_name>> in a central office in which <<customer_short_name>> is located, <<customer_short_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_short_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_short_name>> orders High Frequency Spectrum for End User service.

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for <<customer_short_name>>'s data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_short_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_short_name>>'s, or its designated third Party's, xDSL equipment in <<customer_short_name>>'s, or its designated third Party's, collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide <<customer_short_name>> with a carrier notification letter, informing <<customer_short_name>> of change. <<customer_short_name>> shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. <<customer_short_name>> shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to <<customer_short_name>>'s, or its designated third Party's, collocation area, if possible; or (ii) in a BellSouth relay rack as close to <<customer_short_name>>'s , or its designated third Party's, DS0 termination point as possible.

<<customer_short_name>>, or its designated third Party, 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 <<customer_short_name>>, or its designated third Party, on the 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 <<customer_short_name>>, or its designated third Party's, DS0 at such time that a <<customer_short_name>> End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 <<customer_short_name>> may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements, or that of its designated third Party. <<customer_short_name>> may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitters installed by <<customer_short_name>>, or its designated third Party, in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer_short_name>>, or its designated third Party, may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

3.5.1 <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide <<customer_short_name>> the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.5.4 BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

3.6.1 <<customer_short_name>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If <<customer_short_name>> is using a BellSouth owned splitter, <<customer_short_name>> may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If <<customer_short_name>> provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. <<customer_short_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 <<customer_short_name>> shall inform its End Users to direct data problems to <<customer_short_name>>, unless both voice and data services are impaired, in which event the End Users should call BellSouth.

3.6.4 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.

3.6.5 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_short_name>>, BellSouth will notify <<customer_short_name>>. <<customer_short_name>> will provide at least one (1) but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_short_name>> will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours (excluding Saturdays, Sundays or Holidays) of receiving notification from BellSouth of such resolution. No charges will apply for submission of such LSR. If US LEC fails to respond to a BellSouth request for verbal CFA pair changes within twenty-four (24) hours (excluding Saturdays, Sundays or Holidays) of US LEC's Maintenance Service Center receiving notification from BellSouth, BellSouth may suspend <<customer_short_name>>'s access to the High Frequency Spectrum on such Loop.

3.7 **Line Splitting**

3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.7.2 In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, or its designated third Party, in a Collocation

Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

3.7.3 Where <<customer_short_name>> is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.

3.7.4 <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if <<customer_short_name>> will not provide voice and data services.

3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by <<customer_short_name>> or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.

3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing <<customer_short_name>> for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of <<customer_short_name>> or its authorized agent to determine if the Loop is compatible for Line Splitting Service. <<customer_short_name>> or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and <<customer_short_name>> or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.8.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 Ordering – Line Splitting

3.9.1 <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide <<customer_short_name>> the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.9.4 BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services as described in Exhibit A.

3.9.5 BellSouth will provide Loop modification to <<customer_short_name>> on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. <<customer_short_name>> will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 <<customer_short_name>> shall inform its End Users to direct all problems to <<customer_short_name>> or its authorized agent.

3.10.3 If <<customer_short_name>> is purchasing line splitting and it is not the data provider, <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees reasonably arising or resulting from the actions taken by the data provider.

4 Unbundled Local Switching

4.1 BellSouth shall provide non-discriminatory access to stand-alone tandem switching and unbundled mass market local circuit switching capability on an unbundled basis, except as set forth in the Sections below to <<customer_short_name>> for the provision of a Qualifying service.

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

4.2.1 Unbundled mass market local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. In addition, the features, functions, and capabilities of the local circuit switching UNE also include the same basic capabilities that are available to BellSouth's customers, such as telephone number, directory listing, dial tone, signaling, and access to 911, and, in association with the provision by BellSouth of the local circuit switching UNE, operator services, directory assistance and call related databases (via signaling). Switch routing tables are included as a function of the switch.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_short_name>> when <<customer_short_name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described in (2) above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by <<customer_short_name>> or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.

4.2.4 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.

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

4.2.6 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'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.

4.2.7 Provided that <<customer_short_name>> purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> 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 <<customer_short_name>> 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 <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.8 Where <<customer_short_name>> 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 a <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

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 <<customer_short_name>> 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 **Unbundled Port Features**

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

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

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

4.2.10.4 BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by <<customer_short_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.11 **Remote Call Forwarding**

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

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

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

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

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

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

4.2.12 **Provision for Unbundled 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 <<customer_short_name>> all Advanced Intelligent Network (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 <<customer_short_name>>.

4.2.13 **Unbundled Local Switching Interfaces.**

4.2.13.1 <<customer_short_name>> shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. 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);

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.2.13.1.10 All End Users of <<customer_short_name>> who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.4.2.13.11 <<customer_short_name>> shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.

4.2.13.14 <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database4.2.13.15 <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.

4.3 Unbundled Tandem Switching

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.1.1 Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. 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 <<customer_short_name>> and BellSouth;

4.3.2.1.3 Where applicable, Tandem Switching shall provide AIN 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 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.3.2.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s 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 <<customer_short_name>>.

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 <<customer_short_name>>'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 <<customer_short_name>>'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for <<customer_short_name>>'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 Where BellSouth provides local switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.4.3 AIN SCR is not available in DMS 10 switches.

4.4.4 Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR 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 SCR is established.

4.4.5 Upon ordering AIN SCR Regional Service, <<customer_short_name>> shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half 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 SCRSCR 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 thirty (30) calendar days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The nonrecurring End Office Establishment Charge will be billed to <<customer_short_name>> 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 nonrecurring End-User Establishment Charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.

4.5 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.5.1 Where <<customer_short_name>> purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.

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

4.5.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.5.4 Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs 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 <<customer_short_name>> intends to provide <<customer_short_name>> - branded OCP/DA to its End Users in these multiple rate areas.

4.5.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding.

Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.

4.5.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/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 OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not elements that BellSouth combines for its use in its network.

5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements, except that an EEL that is provisioned at the DS1 and/or DS3 level is a combination of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b) ("High-Capacity EELs"). BellSouth shall provide <<customer_short_name>> with EELs, pursuant to either 47 U.S.C. § 251(c)(3)

or 47 C.F.R. Part 51, where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements as specified in 47 C.F.R. § 51.318, if applicable.

5.2.2 High-Capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.

5.2.3 By placing an order for a High-Capacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted High-Capacity EEL, a new High-Capacity EEL, or the Network Element portion of a High-Capacity commingled EEL. However, BellSouth may notify US LEC when it detects an order that it does not believe complies with the eligibility criteria and US LEC shall have the option of modifying or canceling such order.

5.2.4 If a High-Capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, <<customer_short_name>> may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. The request may not be used to place fiber. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

5.2.5 Service Eligibility Criteria

5.2.5.1 By placing an order for a High-Capacity EEL, <<customer_short_name>> certifies that all of the following service eligibility criteria are met for each High-Capacity EEL:

5.2.5.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;

5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

5.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.2.6 BellSouth may, upon thirty (30) days written notice, no more frequently than on an annual basis, and only based upon cause, conduct a limited audit of <<customer_short_name>>'s records in order to verify compliance with the High-Capacity EEL eligibility criteria. BellSouth is limited to request one audit per calendar year. To invoke its limited right to audit BellSouth will send a Notice of Audit to US LEC identifying the particular circuits for which BellSouth alleges noncompliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit will be delivered to US LEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. The audit shall be conducted by a third party independent auditor ("Auditor"), hired and paid for by BellSouth, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). US LEC reserves its right to defend against the audit in the event it has concerns about the conduct of the audit, such as, but not limited to, the Auditor's independence, the reasonableness of the fees charged by the Auditor, the process in selecting the Auditor, the number of staff the Auditor sends to conduct the audit on site. In the event of such objection, BellSouth must address the concerns prior to the audit proceeding. Should the Parties be unable to resolve the dispute, either party may petition the Commission to obtain resolution. During the pendency of the proceeding, the audit shall be suspended.

5.2.7 The Auditor will be required to issue an opinion regarding US LEC's compliance with the service eligibility criteria and conclude whether US LEC complied in all material respects with the applicable service eligibility criteria, as such standards are established in AICPA Attestation Standards Sections 6.36 and 6.64 and other applicable sections.

5.2.7.1 To the extent the Auditor concludes that <<customer_short_name>> did not comply in all material respects with the service eligibility criteria for an audited circuit, <<customer_short_name>> must true-up any difference in payments, convert each noncompliant circuits to the appropriate service, and make the correct payments going forward.

5.2.7.2 To the extent the Auditor concludes that <<customer_short_name>> did not comply in all material respects with the service eligibility criteria, <<customer_short_name>> must reimburse BellSouth for the cost of the Auditor.

5.2.7.3 To the extent the Auditor concludes that <<customer_short_name>> complied in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its costs associated with the audit, including but not limited to, staff time, collection of data and, meeting for interviews.

5.2.7.4 These audit rights are in addition to the Parties' audit rights contained elsewhere this Agreement.

5.2.8. In the event <<customer_short_name>> converts special access services to UNEs, <<customer_short_name>> shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE Port/Loop Combinations

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

5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to the Act or FCC or Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.

5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE 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 <<customer_short_name>> if <<customer_short_name>>'s customer has four (4) or more DS0 equivalent lines to the same end user premises.

5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or

higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by <<customer_short_name>> or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_short_name>>'s UNE port/Loop combinations. BellSouth will not bill <<customer_short_name>> for 911 surcharges. <<customer_short_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 Rates

5.4.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A.

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.

5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to <<customer_short_name>> in addition to those specifically referenced in this Section 5 above, where technically feasible. To the extent <<customer_short_name>> requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with 47 C.F.R. §§ 51.311, 51.319, and 47 U.S.C. § 251(c)(3), to interoffice transmission facilities described in this Section 6 on an unbundled basis to <<customer_short_name>> for the provision of service, as set forth herein, so long as the facilities is not used solely for Non-Qualifying Services.

6.1.1.1 Dedicated Transport is defined in 47 C.F.R. 51.319(e).

6.1.1.2 Dark Fiber Transport is as defined in 47 C.F.R. 51.319(e).

6.1.1.3 Common (Shared) Transport is as defined in 47 C.F.R. 51.319(d)(4)(i)(C). 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.

6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to <<customer_short_name>>.

6.1.2 BellSouth shall:

6.1.2.1 Provide <<customer_short_name>> exclusive use of Dedicated Transport 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 features, functions, and capabilities of the transport facility;

6.1.2.3 Permit, to the extent technically feasible, <<customer_short_name>> to connect such interoffice facilities to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, <<customer_short_name>> 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, DS3, and STS-1 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 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

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

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to <<customer_short_name>>.

6.2.2 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.

6.2.3 <<customer_short_name>> may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, pursuant to 47 C.F.R. Part 51, <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

6.2.6 Technical Requirements

6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to <<customer_short_name>> designated traffic.

6.2.6.2 For DS1 or DS3 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.

6.2.6.3 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.2.6.3.1 DS0 Equivalent;

6.2.6.3.2 DS1;

6.2.6.3.3 DS3; and

6.2.6.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.

6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.6.6 BellSouth Technical References:

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

6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.6.6.3 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 optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel

activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.3.2 BellSouth shall make available the following channelization systems and interfaces:

6.3.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.

6.3.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> 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.

6.3.3.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Transport.

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, <<customer_short_name>> may request BellSouth to perform such routine network modifications. If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If

BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed. The request may not be used to place fiber. Each unique request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from <<customer_short_name>>, BellSouth shall perform the routine network modifications.

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, or (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. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 BellSouth is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications, and will ensure the Dark Fiber Transport meets industry standards at the time of delivery to US LEC. If the Dark Fiber Transport is not in compliance with industry standards BellSouth agrees to provide routine maintenance, pursuant to either 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, to bring the Dark Fiber Transport into compliance with industry standards at the rates contained in Exhibit A.

6.4.3.3 BellSouth shall use its best efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 Databases

7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to <<customer_short_name>>.

7.2 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

8 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a 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 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 <<customer_short_name>>'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_short_name>>.

8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 Line Information Database

9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 10 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.

9.2 Technical Requirements

9.2.1 BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

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

9.2.3 Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> 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.

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

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

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

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

9.2.8 BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'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.

9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit

<<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, 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 <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three business days.

9.2.10 BellSouth shall perform backup and recovery of all of <<customer_short_name>>'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.

9.2.11 BellSouth shall provide <<customer_short_name>> 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 <<customer_short_name>> and BellSouth.

9.2.12 BellSouth shall prevent any access to or use of <<customer_short_name>> 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 <<customer_short_name>> in writing.

9.2.13 BellSouth shall provide <<customer_short_name>> 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 <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> 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 <<customer_short_name>> under the BFR/NBR process as set forth in Attachment 11.

9.2.14 BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.

9.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

9.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

9.3 Interface Requirements

9.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

9.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

9.3.3 The CCS interface to LIDB shall be the standard interface described herein.

9.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9.3.5 The application of the LIDB rates contained in Exhibit A to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. <<customer_short_name>> shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10 Signaling

10.1 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.

10.2 **Signaling Link Transport**

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>> designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 Technical Requirements

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

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

10.2.3.2 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).

10.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

10.2.4.1 An A-link layer shall consist of two (2) links.

10.2.4.2 A B-link layer shall consist of four (4) links.

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

10.2.4.4 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 (2) separate physical paths end-to-end); and

10.2.4.5 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.2.5 Interface Requirements

10.2.5.1 There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 Signaling Transfer Points

10.3.1 A STP 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.

10.3.2 Technical Requirements

10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

10.3.2.2 The connectivity provided by STPs 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.

10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> 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 <<customer_short_name>> 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.

10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> 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 <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.

10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (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).

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> 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.

10.4 SS7

10.4.1 When technically feasible and upon request by <<customer_short_name>>, 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 <<customer_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.

10.4.2 SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> 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 <<customer_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

10.4.3 Interface Requirements

10.4.3.1 BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>>-designated local switching systems to the BellSouth SS7 network:

10.4.3.1.1 An A-link interface from <<customer_short_name>> local switching systems; and,

10.4.3.1.2 A B-link interface from <<customer_short_name>> local STPs.

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

10.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the 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.

10.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI 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.

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

10.4.4 Message Screening

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

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

10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_short_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_short_name>> SCP has a valid signaling relationship.

10.5 Service Control Points (SCP)/Databases

10.5.1 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.

10.5.2 A 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.

10.5.3. Technical Requirements for SCPs/Databases

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

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

10.5.6T The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

10.6 Local Number Portability Database

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

10.7 SS7 Network Interconnection

10.7.1 SS7 Network Interconnection is the interconnection of <<customer_short_name>> local signaling transfer point switches or <<customer_short_name>> 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, <<customer_short_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

10.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_short_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.

10.7.3 If traffic is routed based on dialed or translated digits between a <<customer_short_name>> 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 <<customer_short_name>> local signaling transfer point switches and BellSouth or other third-party local switch.

10.7.4 SS7 Network Interconnection shall provide:

10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

10.7.5 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 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 <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> local STPs and shall not include SCCP Subsystem Management of the destination.

10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

10.7.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

10.7.8 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.

10.7.9 Interface Requirements

10.7.9.1 The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>>-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

10.7.9.1.1 A-link interface from <<customer_short_name>> local or tandem switching systems; and

10.7.9.1.2 B-link interface from <<customer_short_name>> STPs.

10.7.9.2 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.

10.7.9.3 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.

10.7.9.4 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.

10.7.9.5 BellSouth shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the <<customer_short_name>> switching system has a valid signaling relationship.

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 PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide BellSouth daily updates to E911 database. <<customer_short_name>> shall also be responsible for providing BellSouth with complete and accurate data for submission to the

911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_short_name>> after <<customer_short_name>> provides End User information for input into the ALI/DMS database.

11.2.2 <<customer_short_name>> shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name 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. The calling party's information is accessed by queries launched to the CNAM database. This service also provides <<customer_short_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 <<customer_short_name>> 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 sixty (60) calendar days prior to <<customer_short_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_short_name>>'s Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to <<customer_short_name>> requires interconnection from <<customer_short_name>> to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.

12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_short_name>> shall provide its own CNAM SSP. <<customer_short_name>>'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

12.5 If <<customer_short_name>> 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 <<customer_short_name>> desires to query.

12.6 If <<customer_short_name>> 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 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 <<customer_short_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_short_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of <<customer_short_name>> 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 <<customer_short_name>> 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 Access

13.1 BellSouth's SCE/SMS AIN Access shall provide <<customer_short_name>> 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 <<customer_short_name>>. 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 <<customer_short_name>> service logic and data from unauthorized access.

13.4 When <<customer_short_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Operational Support Systems

14.1 BellSouth has developed and made available electronic interfaces by which <<customer_short_name>> may submit LSRs electronically.

14.2 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 Exhibit A of this Attachment.

14.3 BellSouth shall provide US LEC with non-discriminatory access to operations support systems on an unbundled basis, in accordance with 47 C.F.R. 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist or pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide US LEC with non-discriminatory access to the same detailed information about the loop that is available to BellSouth.

14.4 Denial/Restoral OSS Charge

14.4.1 In the event <<customer_short_name>> 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.

14.5 Cancellation OSS Charge

14.5.1 <<customer_short_name>> will incur an OSS charge for an accepted LSR that is later canceled.

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

14.7 Network Elements and Other Services Manual Additive

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

TRO Issues Matrix US LEC and BellSouth

Exhibit B

Language in Bold indicates the difference in the section's langauge.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
1	**1 Intro-duction,** para 1.1	This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to <<customer_short_name>> in accordance with its obligations under **both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or as otherwise required by the [**State Commission TXT***] pursuant to 47 U.S.C. § 252(e)(3). In the event BellSouth is no longer obligated to provide Network Elements or combinations of Network Elements under either 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, but is obligated to provide access to such Network elements or combinations of Network Elements under § 271 of the Act, US LEC may access these Network Elements or combinations of Network Elements pursuant to this Attachment, and the Parties shall mutually agree upon the rates; such rates not to exceed wholesale rates and to be just, reasonable and non-discriminatory.**	This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to <<customer_short_name>> in accordance with its obligations under **Section** 251(c)(3) **of the Act.**
2	1.1 Cont'd	Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services, such as, but not limited to collocation arrangements and resale of services, BellSouth makes available to <<customer_short_name>> (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.	Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

EXHIBIT B

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
3	1.2	For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment <<customer_short_name>> uses in the provision of a qualifying service, as defined by **either 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51.** <<customer_short_name>> may not access a Network Element for the sole purpose of providing "Non-Qualifying Services" as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."	For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment <<customer_short_name>> **used** in the provision of a qualifying service, as defined by **the FCC.** <<customer_short_name>> may not access a Network Element for the sole purpose of providing **non-qualifying services as** defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
4	1.3	BellSouth shall, upon request of <<customer_short_name>>, and to the extent technically feasible, provide to <<customer_short_name>> access to its Network Elements for the provision of **<<customer_short_name>>'s services so long as the Network Element will not be used solely for Non-Qualifying Services.** If no rate is identified in this Agreement, the rate will be **determined by the Commission pursuant to FCC's Rule Sections 51.501 through 51.515 or as** negotiated by the Parties upon request by either Party.	BellSouth shall, upon request of <<customer_short_name>>, and to the extent technically feasible, provide to <<customer_short_name>> access to its Network Elements for the provision of <<customer_short_name>>'s **qualifying services. If** no rate is identified in this Agreement, the rate will be **as set forth in the applicable BellSouth tariff** or as negotiated by the Parties upon request by either Party.
5	1.4	<<customer_short_name>> may **access** and use Network **Elements from** BellSouth in accordance with 47 C.F.R. **Part** 51.	<<customer_short_name>> may **purchase** and use Network Elements **and Other Services** from BellSouth in accordance with 47 C.F.R. 51**.309.**
6	1.6	**No section.**	**Except to the extent required by the Report and Order on Remand and Further Notice of Proposed Rulemaking (rel. Aug. 21, 2003) ("TRO"), any Network Elements that no longer require unbundling on a national level will no longer be available pursuant to this Agreement.**

EXHIBIT B

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
7	1.7	Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of **Network Elements** that is available to <<customer_short_name>> under **47 U.S.C.** § 251(c)(3) **and 47 C.F.R. Part 51. Any price change resulting from the conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate conversion request from US LEC.** Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and **BellSouth.**	Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of **elements** that is available to <<customer_short_name>> under **Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment.** Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. **Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.**
8	1.8	Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), <<customer_short_name>> will submit orders to rearrange or disconnect those arrangements or services within **ninety (90)** calendar days **of US LEC's receipt of notice from BellSouth identifying specific service arrangements that must be transitioned to other services pursuant to this Section.** If orders to rearrange or disconnect those arrangements or services are not received by the **91st** day **after receipt of such notice**, BellSouth may **convert the subject non-compliant service arrangements to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as BellSouth and US LEC may agree, provided that US LEC has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered**	Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), <<customer_short_name>> will submit orders to rearrange or disconnect those arrangements or services within thirty **(30)** calendar days **of the Effective Date of this Agreement.** If orders to rearrange or disconnect those arrangements or services are not received by the **31st** day **after the Effective Date of this Agreement**, BellSouth may **disconnect those arrangements or services without further notice. Where no re-termination or physical rearrangement of circuits or service is required, <<customer_short_name>> will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
9	1.8 cont'd	**pursuant to, or are not in compliance with, the terms set forth in this Agreement. No nonrecurring charges, such as termination fees, disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with such conversion to an analogous access service will apply.**	**For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent a Network Element requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.**
10	1.8.1	<<customer_short_name>> may utilize Network Elements and Other Services to provide services as long as such services are consistent with **industry standards. This section shall not be construed to limit US LEC's ability to access and use Network Elements, as set forth in Section 1.1 of this Agreement.**	<<customer_short_name>> may utilize Network Elements and Other Services to provide services as long as such services are consistent with **industry standards and applicable BellSouth Technical References.**
11	1.8.2	Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, **pursuant to 47 C.F.R. Part 51**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed.** Each **unique** request will be handled as a project on an individual case basis.	Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by **the FCC**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **Each request** will be handled as a project on an individual case basis.
12	1.8.2 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of **a firm order from** <<customer_short_name>>, BellSouth shall perform the routine network modifications.	BellSouth will provide **a price quote** for the request, and **upon receipt of payment by** <<customer_short_name>>, BellSouth shall perform the routine network modifications.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
13	1.8.3	**No section.**	**Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.**
14	**1.9 Commingling of Service** 1.9.1	Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or **more services** or facilities that <<customer_short_name>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such **wholesale services** or facilities.	Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more **telecommunications** services or facilities that <<customer_short_name>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale **telecommunications** services or facilities.
15	1.9.4	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (**A**greement or tariff) as the **lower bandwidth** service.	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (**a**greement or tariff) as the **higher grade of** service.
16	**1.11 Rates** 1.11.1	The prices that <<customer_short_name>> shall pay to BellSouth for Network Elements and **combinations of Network Elements** and Other Services are set forth in Exhibit A to this Attachment. **To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rate.** If <<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.	The prices that <<customer_short_name>> shall pay to BellSouth for Network Elements **and Other Services** are set forth in Exhibit A to this **Attachment. If** <<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
17	1.11.2	Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges, **if applicable,** will apply in accordance with Attachment 6 and are incorporated herein by this reference.	Rates, terms and conditions for order cancellation charges and Service Date Advancement **Charges will** apply in accordance with Attachment 6 and are incorporated herein by this reference.
18	1.11.3	If <<customer_short_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, **an OMC** will be paid by <<customer_short_name>> in accordance with **the Agreement, or appropriate BellSouth Federal or state tariff, if billed by BellSouth.**	If <<customer_short_name>> 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 <<customer_short_name>> **in accordance with FCC No. 1 Tariff, Section 5.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
19	1.11.4	A one-month minimum billing period shall apply to all Network Elements and **combination of Network Elements and** Other Services.	A one-month minimum billing period shall apply to all Network Elements **and Other** Services.
20	**2. Unbundled Loops** 2.1.1	The local loop Network Element (Loop) **is as defined in 47 C.F.R. Part 51.319(a). The** Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises.	**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's customer premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute Loops.** The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises.
21	2.1.1 cont'd	<<customer_short_name>> shall purchase the entire bandwidth of the Loop and, except as required herein or by **Applicable Law**, or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.	<<customer_short_name>> shall purchase the entire bandwidth of the Loop and, except as required **herein or as** otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.
22	2.1.1.2	**Notwithstanding any other provision of the Agreement or any BellSouth tariff or SGAT, US LEC shall not be entitled to obtain nondiscriminatory access to a FTTH Loop (or any segment thereof) on an unbundled basis where BellSouth has deployed such a Loop to an end user's customer premises that previously was not served by any BellSouth copper, fiber or any otherwise technically feasible Loop**	In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
23	2.1.1.3	In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will **provide nondiscriminatory access** to offer a 64kbps **transmission path capable** of voice grade **service** over its FTTH facilities **as a Network Element or combination of Network Elements.**	In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will **offer a 64kbps second** voice grade **channel** over its FTTH facilities.
24	2.1.1.4	Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable **condition. If BellSouth is unable to restore the copper Loop to serviceable condition and meet its standard Loop provisioning interval, BellSouth will make a 64kbps narrowband voice grade channel available to US LEC over its FTTH facilities as described in § 2.1.1.3 above.**	Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition **if technically feasible. In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.**
25	2.1.5	BellSouth **will provision**, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.	BellSouth will **only** provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
26	2.1.5.1	When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging **as** set forth in Exhibit A of this Attachment **only apply when <<customer_short_name>> orders Loop Tagging and a dispatch is not required to provision the Loop.**	When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging **are as** set forth in Exhibit A of this Attachment.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
27	2.1.5.2	In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable **TELRIC-compliant** Trouble Determination rates **approved by the Commission and incorporated in Exhibit A of this Attachment.**	In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the **applicable Trouble** Determination rates **from BellSouth's FCC or state tariffs.**
28	**2.1.6 Loop Testing / Trouble Reporting** 2.1.6.1	<<customer_short_name>> will be responsible for testing and isolating troubles on the Loops. <<customer_short_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> **will provide** the results of the <<customer_short_name>> test **if available indicating** a problem on the BellSouth provided Loop.	<<customer_short_name>> will be responsible for testing and isolating troubles on the Loops. <<customer_short_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> **will be required to** provide the results of the <<customer_short_name>> **test which indicate** a problem on the BellSouth provided Loop.
29	2.1.6.2	Once <<customer_short_name>> 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. BellSouth** will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.	Once <<customer_short_name>> 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.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
30	2.1.6.3	If <<customer_short_name>> reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status, **in accordance with TELRIC-compliant rates to be approved by the Commission and incorporated in Exhibit A of this Attachment. If, <<customer_short_name>> reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, <<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.**	If <<customer_short_name>> reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.
31	2.1.6.4	In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable **TELRIC-compliant** Trouble Determination rates **approved by the Commission and incorporated in Exhibit A of this Attachment.**	In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the **applicable Trouble** Determination rates **from BellSouth's FCC or state tariffs.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
32	**2.3 Unbundled Digital Loops** 2.3.3.1	Upon the **last signatory date** of this **Attachment**, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the **last signatory date** of this **Attachment** will be grandfathered at the rates set forth in the **Parties' Agreement** that was in effect immediately prior to the **last signatory date** of this **Attachment.** Existing UDCs that were provisioned prior to the **last signatory date** of this **Attachment** may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days **written** notice that such UDC must be terminated. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.	Upon the **Effective Date of this Agreement**, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the **Effective Date of this Agreement** will be grandfathered at the rates set forth in the Parties' **interconnection agreement** that was in effect immediately prior to the **Effective Date of this Agreement**. Existing UDCs that were provisioned **prior to the Effective Date of this Agreement** may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar **days notice** that such UDC must be terminated. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
33	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). It** may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport **can be either** a metallic-based electrical interface **or an optical interface.**	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 (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport **is a metallic-based electrical interface.**
34	2.3.9	STS-1 Loop. STS-1 Loop is a **H**igh-**C**apacity digital transmission path with SONET VT1.5 **mapping. 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 (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport **can be either a** metallic-based electrical interface **or an optical interface.**	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 (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport **is a metallic-based electrical interface.**

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35	2.3.10	**No section.**	**Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability.**
36	2.3.11	If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, **pursuant to 47 C.F.R. Part 51**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify US LEC of the Required Network Modification and shall request that US LEC submit a service inquiry (SI) to have the work performed.** The request may not be used to place fiber. Each **unique** request will be handled as a project on an individual case basis.	If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, **as defined by the FCC,** <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **Each request** will be handled as a project on an individual case basis.
37	2.3.11 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of **a firm order from** <<customer_short_name>>, BellSouth shall perform the routine network modifications.	BellSouth will provide a **price quote** for the request, and **upon receipt of payment by** <<customer_short_name>>, BellSouth shall perform the routine network modifications.
38	2.3.12	DS3 services come with a test point and a DLR. Mileage is airline miles, rounded **up. BellSouth** TR 73501 LightGate Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.	DS3 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 services.
39	2.3.13	<<customer_short_name>> may access a **total of** two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.	<<customer_short_name>> may access a total **capacity** of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

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40	**2.4.2 Unbundled Cooper Loops - Designed (UCL-D)** 2.4.2.5	Upon the **last signatory date** of this **Attachment,** Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the **last signatory date** of this **Attachment** will be grandfathered at the rates set forth in the **Parties' Agreement** that was in effect immediately prior to the **last signatory date** of this **Attachment**. Existing UCL-Ls that were provisioned prior to the **last signatory date** of this **Attachment** may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days **written** notice that such UCL-L must be terminated.	Upon the **Effective Date** of this **Agreement**, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the **Effective Date** of this **Agreement** will be grandfathered at the rates set forth in the Parties' **interconnection agreement** that was in effect immediately prior to **the Effective Date** of this **Agreement.** Existing UCL-Ls that were provisioned prior to the **Effective Date of this Agreement** may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar **days notice** that such UCL-L must be terminated.
41	**2.5 Unbundled Loop Modifications (Line Conditioning)** 2.5.1	**BellSouth shall perform Line Conditioning in accordance with 47 C.F.R. 51.319(a)(1)(iii).** Line Conditioning is **as** defined in **47 C.F.R. Part 51.319(a)(1)(iii)(A). This** may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600. **Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.**	Line Conditioning **is defined as** routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.
42	2.5.2	BellSouth will remove load coils only on copper loops and **sub-loops.**	BellSouth will remove load coils only on copper loops and sub-loops **that are less than 18,000 feet in length.**

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43	2.5.3	For any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of **other** bridged tap will be performed at the rates set forth in Exhibit A of this Attachment.	For any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of **bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet** will be performed at the rates set forth in Exhibit A of this Attachment.
44	2.5.4	**No section.**	**<<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.**
45	2.5.6	**In those cases where <<customer_short_name>> 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 a UCL.**	BellSouth **will not** modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type **(e.g., voice grade, ADSL, etc.) being ordered.**
46	**2.6 Loop Provisioning Involving Integrated Digital Loop Carriers** 2.6.3	If no alternate facility is available, and upon request from **<<customer_short_name>>, BellSouth will** utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.	If no alternate facility is available, and upon request from <<customer_short_name>>, **and if agreed to by both Parties**, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

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47	**2.8.3 Unbundled Network Terminating Wire (UNTW)** 2.8.3.2	**BellSouth will provide** this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) **where BellSouth owns, controls or leases multiunit premises wiring.**	**This** element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) **where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.**
48	**2.8.3.3 (UNTW) Requirements** 2.8.3.3.1	**Upon request, BellSouth** 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.	**On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party)** will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
49	2.8.3.3.2	**BellSouth** shall not be required to install new or additional NTW beyond existing NTW **unless it would do so upon request from one of its own end users or is otherwise required to do so in order to comply with FCC or Commission rules and orders.**	**The Provisioning Party** shall not be required to install new or additional NTW beyond existing NTW **to provision the services of the Requesting Party.**
50	2.8.3.3.3	**No section.**	**In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, <<customer_short_name>> will install UNTW Access Terminals for BellSouth at no additional charge.**
51	2.8.3.3.4	**No section.**	**In situations in which BellSouth activates a UNTW pair, BellSouth will compensate <<customer_short_name>> for each pair activated commensurate to the price specified in <<customer_short_name>>'s Agreement.**

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52	2.8.3.3.5	Upon receipt of **an** UNTW SI requesting access to **BellSouth'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 **<<customer_short_name>>,** an Access Terminal will be installed **at a single point of interconnection or** adjacent to each **(or an individual) BellSouth** Garden Terminal or inside each **(or an individual) BellSouth** Wiring Closet. **<<customer_short_name>>** will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. **<<customer_short_name>>** may access any available pair on an Access Terminal.	Upon receipt of **the** UNTW SI requesting access to the **Provisioning Party's** UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the **Requesting Party**, an Access Terminal will be installed **either adjacent** to each of the **Provisioning Party's** Garden Terminal or inside each Wiring Closet. The **Requesting Party** will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The **Requesting Party** may access any available pair on an Access Terminal.
53	2.8.3.3.5 cont'd	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 **<<customer_short_name>>** on that pair. **<<customer_short_name>> shall use commercially reasonable efforts to access only available UNTW pairs.**	A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the **Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pair.**
54	2.8.3.3.7	**<<customer_short_name>>** is responsible for obtaining the property owner's permission for **BellSouth** to install an Access Terminal(s) on behalf of **<<customer_short_name>>** . The submission of the SI by **<<customer_short_name>>** will serve as certification by **<<customer_short_name>>** that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or **within thirty (30) calendar days of completion** and demands removal of Access Terminals, **<<customer_short_name>>** will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.	The **Requesting Party** is responsible for obtaining the property owner's permission for the **Provisioning Party** to install an Access Terminal(s) on behalf of the **Requesting Party**. The submission of the SI by the **Requesting Party** will serve as certification by the **Requesting Party** that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress **or subsequent to completion** and demands removal of Access Terminals, the **Requesting Party** will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

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55	2.8.3.3.8	**<<customer_short_name>>** shall indemnify and hold harmless **BellSouth** against any claims of any kind that may arise out of **<<customer_short_name>>** 's failure to obtain the property owner's permission. **<<customer_short_name>>** will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time **<<customer_short_name>>** activates the pair(s). **<<customer_short_name>>** will notify **BellSouth** within five (5) business days of activating UNTW pairs using the LSR form.	The **Requesting Party** shall indemnify and hold harmless the **Provisioning Party** against any claims of any kind that may arise out of the **Requesting Party's** failure to obtain the property owner's permission. The **Requesting Party** will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the **Requesting Party** activates the pair(s). The **Requesting Party** will notify the **Provisioning Party** within five (5) business days of activating UNTW pairs using the LSR form.
56	2.8.3.3.9	If a trouble exists on a UNTW pair, **<<customer_short_name>>** may use an alternate spare pair that serves that End User if a spare pair is available. **In** such cases, **<<customer_short_name>>** will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, **<<customer_short_name>>** will isolate and report troubles to **BellSouth. In such cases, <<customer_short_name>>** must tag the UNTW pair that requires repair. If **BellSouth** dispatches a technician on a reported trouble call and no UNTW trouble is found, **BellSouth** will charge **<<customer_short_name>>** for time spent on the dispatch and testing the UNTW pair(s).	If a trouble exists on a UNTW pair, the **Requesting Party** may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the **Requesting Party** will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the **Requesting Party** will isolate and report troubles **in the manner specified by the Provisioning Party.** The **Requesting Party** must tag the UNTW pair that requires repair. If the **Provisioning Party** dispatches a technician on a reported trouble call and no UNTW trouble is found, the **Provisioning Party** will charge **Requesting Party** for time spent on the dispatch and testing the UNTW pair(s).
57	2.8.3.3.10	If **<<customer_short_name>>** initiates the Access Terminal installation and **<<customer_short_name>>** has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to **<<customer_short_name>>**'s request for an Access Terminal within six (6) months of installation of the Access Terminal, **BellSouth** will bill **<<customer_short_name>>** a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.	If the **Requesting Party** initiates the Access Terminal installation and the **Requesting Party** has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the **Requesting Party's** request for an Access Terminal within six (6) months of installation of the Access Terminal, the **Provisioning Party** will bill the **Requesting Party** a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

EXHIBIT B

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
58	2.8.3.3.11	If **BellSouth** determines that **<<customer_short_name>>** is using the UNTW pairs without reporting the activation of the pairs, **<<customer_short_name>>** will be billed for the use of that pair back to the date the End User began receiving service from **<<customer_short_name>>** at that location. Upon request, **<<customer_short_name>>** will provide copies of its **redacted** billing record **or installation order** to substantiate such date. If **<<customer_short_name>>** fails to provide such records, then **BellSouth** will bill **<<customer_short_name>>** back to the date of the Access Terminal installation.	If the **Provisioning Party** determines that the **Requesting Party** is using the UNTW pairs without reporting the activation of the pairs, the **Requesting Party** will be billed for the use of that pair back to the date the End User began receiving service from the **Requesting Party** at that location. Upon request, the **Requesting Party** will provide copies of **its billing** record to substantiate such date. If the **Requesting Party** fails to provide such records, then the **Provisioning Party** will bill the **Requesting Party** back to the date of the Access Terminal installation.
59	**2.8.4 Unbundled Sub-Loop Feeder** 2.8.4.1	Upon the **last signatory date** of this **Attachment**, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within **one hundred twenty (120)** calendar days of the **last signatory date** of this **Attachment**, <<customer_short_name>> will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this **one hundred twenty (120) calendar** day period, market-based rates have not been negotiated and <<customer_short_name>> has not issued the appropriate disconnect orders, BellSouth may, **upon thirty (30) calendar days written notice**, **disconnect** any remaining USLF elements and bill <<customer_short_name>> any applicable disconnect charges.	Upon the **Effective Date of this Agreement**, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within **ninety (90)** calendar days of the **Effective Date of this Agreement**, <<customer_short_name>> will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this **ninety (90)-day period**, market-based rates have not been negotiated and <<customer_short_name>> has not issued the appropriate disconnect orders, BellSouth may **immediately** disconnect any remaining USLF elements and will bill <<customer_short_name>> any applicable disconnect charges.
60	**2.8.5 Unbundled Loop Concentrati on** 2.8.5.1	Upon the **last signatory date** of this **Attachment**, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the **last signatory date** of this **Attachment** will be grandfathered at the rates set forth in the Parties' **Agreement** that was in effect immediately prior to this **Attachment** and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety (90) calendar days **written** notice that such ULC must be terminated.	Upon the **Effective Date of this Agreement**, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the **Effective Date of this Agreement** will be grandfathered at the rates set forth in the Parties' **interconnection** agreement that was in effect immediately prior to this **Agreement** and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety **(90)** calendar **days notice** that such ULC must be terminated.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
61	**2.8.6 Dark Fiber Loop** 2.8.6.2	If Dark Fiber Loop is not readily available but can be made available through routine network modifications, **pursuant to 47 C.F.R. Part 51**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify <<customer_short_name>> of the Required Network Modification and shall request that <<customer_short_name>> submit a service inquiry (SI) to have the work performed.** The request may not be used to place fiber. Each **unique** request will be handled as a project on an individual case basis.	If Dark Fiber Loop is not readily available but can be made available through routine network modifications, **as defined** by **the FCC**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **Each request** will be handled as a project on an individual case basis.
62	2.8.6.2 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of **a firm order from** <<customer_short_name>>, BellSouth shall perform the routine network modifications.	BellSouth will provide **a price quote** for the request, and upon receipt **of payment** by <<customer_short_name>>, BellSouth shall perform the routine network modifications.
63	**2.8.6.3 (Dark Fiber Loop) Requirements** 2.8.6.3.1	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; **or** (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. BellSouth** is not required to place the fiber for Dark Fiber Loop if none is available.	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.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
64	2.8.6.3.2	**BellSouth** is solely responsible for testing the quality of the **Dark Fiber Loop** to determine its usability and performance specifications **and warrants that the Dark Fiber Loop is capable of performing within industry standards at the time the Dark Fiber Loop is delivered to <<customer_short_name>>.**	**<<customer_short_name>>** is solely responsible for testing the quality of the Dark **Fiber to** determine its usability and performance specifications.
65	2.8.6.3.3	BellSouth shall use its commercially reasonable efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from <<customer_short_name>>. **Within such time period, BellSouth shall send written confirmation of availability of Dark Fiber Loop ("Confirmation").**	BellSouth shall use its commercially reasonable efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from <<customer_short_name>>.
66	**3. Line Sharing, 3.1 General** 3.1.8	BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice **service.**	BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. **If <<customer_short_name>> requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, <<customer_short_name>> shall pay for the Loop to be restored to its original state.**
67	3.1.9	Line Sharing 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 <<customer_short_name>> desires to continue providing xDSL service on such Loop, **BellSouth shall continue to provide Line Sharing to <<customer_short_name>> at the same rate that BellSouth charged for such access prior to the effective date of the FCC's Triennial Review Order and 47 C.F.R. § 51.319(a)(1)(i)(A).**	Line Sharing 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 <<customer_short_name>> desires to continue providing xDSL service on such Loop, **<<customer_short_name>> shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give <<customer_short_name>> written notice in a reasonable time prior to disconnect, which notice shall give <<customer_short_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
68	3.1.9 cont'd		**In those cases in which BellSouth no longer provides voice service to the End User and <<customer_short_name>> purchases the full stand-alone Loop, <<customer_short_name>> may elect the type of Loop it will purchase. <<customer_short_name>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment.**
69	3.1.10	**Between the effective date of the FCC's Triennial Review Order as required by 47 C.F.R. § 51.319(a)(1)(i)(B).and three years after that effective date, BellSouth shall provide <<customer_short_name>> with access to the high frequency portion of a copper loop in order to service line sharing customers obtained between the effective date of the FCC's Triennial Review Order and one year after that effective date in the following manner:(a) During the first year following the effective date of the Commission's Triennial Review Order, BellSouth shall provide access to the high frequency portion of a copper loop at 25% of the state-approved monthly recurring rate, or 25% of the monthly recurring rate set forth this Agreement for access to a copper loop in effect on that date.**	No section.
70	3.1.10 (a)	**During the first year following the effective date of the Commission's Triennial Review Order, BellSouth shall provide access to the high frequency portion of a copper loop at 25% of the state-approved monthly recurring rate, or 25% of the monthly recurring rate set forth this Agreement for access to a copper loop in effect on that date.**	No section.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
71	3.1.10 (b)	**Beginning one year plus one day after the effective date of the Commission's Triennial Review Order until two years after that effective date, BellSouth shall provide access to the high frequency portion of a copper loop at 50% of the monthly recurring rate set forth in this Agreement for access to a copper loop in effect on the effective date of the Commission's Triennial Review Order.**	No section.
72	3.1.10 (c)	**Beginning two years plus one day after effective date of the Commission's Triennial Review Order until three years after that effective date, the incumbent LEC shall provide access to the high frequency portion of a copper loop at 75% of the monthly recurring rate set forth in this Agreement for access to a copper loop in effect on the effective date of the Commission's Triennial Review Order.**	No section.
73	3.1.11	If <<customer_short_name>> reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status, **in accordance with TELRIC-compliant rates to be approved by the Commission and incorporated** in Exhibit A of this Attachment. **If, <<customer_short_name>> reports the same trouble on the same Network Element within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, <<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.**	If <<customer_short_name>> reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. **The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
74	**3. Line Sharing, 3.6 Maintenance and Repair - Line Sharing** 3.6.5	**When** BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_short_name>>, BellSouth will notify <<customer_short_name>>. <<customer_short_name>> will provide at least one **(1)** but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_short_name>> will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours **(excluding Saturdays, Sundays or Holidays) of receiving notification from BellSouth of such resolution. No charges will apply for submission of such LSR. If <<customer_short_name>> fails to respond to a BellSouth request for verbal CFA pair changes within twenty-four (24) hours (excluding Saturdays, Sundays or Holidays) of <<customer_short_name>>'s Maintenance Service Center receiving notification from BellSouth, BellSouth may suspend <<customer_short_name>>'s access to the High Frequency Spectrum on such Loop.**	**Notwithstanding anything else to the contrary in this Agreement, w**hen BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_short_name>>, BellSouth will notify <<customer_short_name>>. <<customer_short_name>> will provide at least **one but** no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_short_name>> will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. **If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue <<customer_short_name>>'s access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.**
75	**3.7 Line Splitting** 3.7.2	In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, **or its designated third Party,** in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.	In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
76	**3.10 Maintenance - Line Splitting** 3.10.3	If <<customer_short_name>> **is purchasing line splitting and it is** not the data provider, <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees **reasonably arising or resulting from the** actions **taken by** the data provider.	**If <<customer_short_name>> is not** the data provider, <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable **attorney fees, which arise** out of actions related to the data provider
77	4	**Unbundled** Local Switching	Local Switching

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
78	4.1	BellSouth shall provide non-discriminatory access to **stand-alone tandem switching and unbundled mass market** local circuit switching capability on an unbundled basis, except as set forth in the Sections below to <<customer_short_name>> for the provision of **a Qualifying** service.	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 <<customer_short_name>> for the provision of a **telecommunications** service.
79	4.2	**Unbundled** Local Circuit Switching Capability, including **Unbundled** Tandem Switching Capability	Local Circuit Switching Capability, including Tandem Switching Capability
80	4.2.1	**Unbundled mass market** local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. **In addition, the features, functions, and capabilities of the local circuit switching UNE also include the same basic capabilities that are available to BellSouth's customers, such as telephone number, directory listing, dial tone, signaling, and access to 911, and, in association with the provision by BellSouth of the local circuit switching UNE, operator services, directory assistance and call related databases (via signaling). Switch routing tables are included as a function of the switch.**	**Local** circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized **routing functions.**
81	4.2.12	Provision for **Unbundled** Local Switching	Provision for Local Switching
82	4.2.13	**Unbundled** Local Switching Interfaces	Local Switching Interfaces
83	4.3	**Unbundled** Tandem Switching	Tandem Switching

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
84	**5.2 Enhanced Extended Links (EELs)** 5.2.1	EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements, **except that an EEL that is provisioned at the DS1 and/or DS3 level is a combination of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 C.F.R. 51.318(b) ("High-Capacity EELs").** BellSouth shall provide <<customer_short_name>> with EELs, **pursuant to either 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51**, where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements **as specified in 47 C.F.R. § 51.318**, if applicable.	EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network **Elements. BellSouth** shall provide <<customer_short_name>> with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, **if applicable.**
85	5.2.2	**H**igh-**C**apacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.	**High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b).** High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.
86	5.2.3	By placing an order for a **H**igh-**C**apacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted **H**igh-**C**apacity EEL, a new **H**igh-**C**apacity EEL, or **the Network Element portion** of a **H**igh-**C**apacity commingled EEL. **However, BellSouth may notify US LEC when it detects an order that it does not believe complies with the eligibility criteria and US LEC shall have the option of modifying or canceling such order.**	By placing an order for a **h**igh-**c**apacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new **h**igh-capacity EEL, **or part of** a **h**igh-capacity commingled EEL **as a UNE. BellSouth shall have the right to audit <<customer_short_name>>'s high-capacity EELs as specified below.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
87	5.2.4	If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, **pursuant to 47 C.F.R. Part 51**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify <<customer_short_name>> of the Required Network Modification and shall request that <<customer_short_name>> submit a service inquiry (SI) to have the work performed.** The request may not be used to place fiber. Each **unique** request will be handled as a project on an individual case basis.	If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, a**s defined by the FC**C, <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **Each request** will be handled as a project on an individual case basis.
88	5.2.4 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of **a firm order from** <<customer_short_name>>, BellSouth shall perform the routine network modifications.	BellSouth will **provide a** price quote for the request, and upon receipt **of payment by** <<customer_short_name>>, BellSouth shall perform the routine network modifications.
89	**5.2.5 (EELs) Service Eligibility Criteria** 5.2.5.1	**By placing an order for a High-Capacity EEL,** <<customer_short_name>> **certifies that** all of the following service eligibility criteria are met **for each High-Capacity EEL:**	<<customer_short_name>> **must certify for each high-capacity EEL** that all of the following service eligibility criteria are met:

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
90	5.2.6	BellSouth may, **upon thirty (30) days written notice, no more frequently** than on an annual basis, and **only based upon cause, conduct a limited audit** of <<customer_short_name>>'s records in order to verify compliance with the **High Capacity EEL** eligibility criteria. **BellSouth is limited to request one audit per calendar year. To invoke its limited right to audit BellSouth will send a Notice of Audit to <<customer_short_name>> identifying the particular circuits for which BellSouth alleges noncompliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit will be delivered to <<customer_short_name>> with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.**	**BellSouth may,** on an annual basis, **audit <<customer_short_name>>'s** records in order to verify compliance with the **qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA).**
91	5.2.6 cont'd	The audit shall be conducted by a third party independent auditor **("Auditor"), hired and paid for by BellSouth,** and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). **<<customer_short_name>> reserves its right to defend against the audit in the event it has concerns about the conduct of the audit, such as, but not limited to, the Auditor's independence, the reasonableness of the fees charged by the Auditor, the process in selecting the Auditor, the number of staff the Auditor sends to conduct the audit on site. In the event of such objection, BellSouth must address the concerns prior to the audit proceeding. Should the Parties be unable to resolve the dispute, either party may petition the Commission to obtain resolution. During the pendency of the proceeding, the audit shall be suspended.**	No section.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
92	5.2.7	**The Auditor will be required to issue an opinion regarding <<customer_short_name>>'s compliance with the service eligibility criteria and conclude whether <<customer_short_name>> complied in all material respects with the applicable service eligibility criteria, as such standards are established in AICPA Attestation Standards Sections 6.36 and 6.64 and other applicable sections.**	No section.
93	5.2.7.1	To the extent the **Auditor** concludes that <<customer_short_name>> **did not** comply **in all material respects** with the service eligibility criteria for **an audited circuit**, <<customer_short_name>> must true-up any difference in payments, convert **each** noncompliant circuit to the appropriate service, and make the correct payments **going forward.**	To the extent the independent auditor's report concludes that <<customer_short_name>> **failed to** comply with the service eligibility criteria **for a significant amount of the** circuits audited, <<customer_short_name>> must true-up any difference in payments, convert **all** noncompliant circuits to the appropriate service, and make the correct payments **on a going-forward basis.**
94	5.2.7.2	**To the extent the Auditor** concludes that <<customer_short_name>> did not comply in **all** material respects with the service eligibility criteria, <<customer_short_name>> **must** reimburse BellSouth for the cost of the **Auditor.**	**In the event the auditor's** report concludes that , <<customer_short_name>> did not comply in **any** material respect with the service eligibility criteria, <<customer_short_name>> **shall** reimburse BellSouth for the cost of the **independent auditor.**
95	5.2.7.3	To the extent the **Auditor** concludes that <<customer_short_name>> **complied** in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> **for its** costs associated with the audit, **including but not limited to, staff time, collection of data and, meeting for interviews.**	To the extent the **auditor's report** concludes that <<customer_short_name>> **did comply** in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its **reasonable and demonstrable costs associated with the audit.**
96	5.2.7.4	**These audit rights are in addition to the Parties' audit rights contained elsewhere this Agreement.**	**<<customer_short_name>> will maintain appropriate documentation to support its certifications.**
97	**5.3. UNE Port/Loop Combinations** 5.3.2	BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to **the Act or** FCC **or** Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.	BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to **FCC and Commission** rules, BellSouth is **not** required to provide local circuit switching as an unbundled Network Element.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
98	5.3.3	BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 C.F.R. § 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 <<customer_short_name>> if <<customer_short_name>>'s customer has four (4) or more DS0 equivalent lines **to the same end user premises.**	BellSouth shall not be required to provide local circuit switching as a UNE 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 <<customer_short_name>> if <<customer_short_name>>'s customer has four (4) or more DS0 equivalent lines.
99	**5.4 Rates** 5.4.1	The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network **Elements as** set forth in Exhibit A.	The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition **to the applicable non-recurring switch-as-is charge** set forth in Exhibit A.
100	5.4.4	BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to <<customer_short_name>> in addition to those specifically referenced in this Section 5 above, where **technically feasible**. To the extent <<customer_short_name>> requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.	BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to <<customer_short_name>> in addition to those specifically referenced in this Section 5 above, where **available.** To the extent <<customer_short_name>> requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.
101	**6. Transport, Channelization and Dark Fiber; 6.1 Transport** 6.1.1	BellSouth shall provide nondiscriminatory access, in accordance with **47 C.F.R. §§** 51.311, 51.319, and **47 U.S.C.** § 251(c)(3), to interoffice transmission facilities described in this Section 6 on an unbundled basis to <<customer_short_name>> for the provision **of service**, as set forth herein, **so long as the facilities are not used solely for Non-Qualifying Services.**	BellSouth shall provide nondiscriminatory access, in accordance with **FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act** to interoffice transmission facilities described in this Section 6 on an unbundled basis to <<customer_short_name>> **for the provision of a qualifying service, as set forth herein.**

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
102	6.1.1.1	Dedicated Transport is defined **in 47 C.F.R. 51.319(e)**.	Dedicated Transport **is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that <<customer_short_name>> uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.**
103	6.1.1.2	Dark Fiber Transport is as defined **in 47 C.F.R. 51.319(e)**.	Dark Fiber Transport, **defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;**
104	6.1.1.3	Common (Shared) Transport is as defined **in 47 C.F.R. 51.319(d)(4)(i)(C).** 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.	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.
105	**6.2 Dedicated Transport** 6.2.3	<<customer_short_name>> may obtain a maximum of twelve (12) unbundled dedicated DS3 **circuits, for** any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.	<<customer_short_name>> may obtain a maximum of twelve (12) unbundled dedicated DS3 **circuits, or their equivalent,** for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
106	6.2.5	If Dedicated Transport is not readily available but can be made available through routine network modifications, **pursuant to 47 C.F.R. Part 51,** <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify <<customer_short_name>> of the Required Network Modification and shall request that <<customer_short_name>> submit a service inquiry (SI) to have the work performed.** Each **unique** request will be handled as a project on an individual case basis.	If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by **the FCC**, <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **Each request** will be handled as a project on an individual case basis.
107	6.2.5 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of **a firm order from** <<customer_short_name>>, BellSouth shall perform the routine network modifications	BellSouth will provide a **price quote** for the request, and upon receipt **of payment by** <<customer_short_name>>, BellSouth shall perform the routine network modifications.

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
108	**6.4 Dark Fiber Transport** 6.4.2	If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, <<customer_short_name>> may request BellSouth to perform such routine network modifications. **If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then BellSouth shall notify <<customer_short_name>> of the Required Network Modification and shall request that <<customer_short_name>> submit a service inquiry (SI) to have the work performed.** The request may not be used to place fiber. Each **unique** request will be handled as a project on an individual case basis.	If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, <<customer_short_name>> may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. **Each request** will be handled as a project on an individual case basis.
109	6.4.2 cont'd	BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt **of a firm order** from <<customer_short_name>>, BellSouth shall perform the routine network modifications.	BellSouth will provide **a price quote** for the request, and upon receipt **of payment** by <<customer_short_name>>, BellSouth shall perform the routine network modifications.
110	**6.4.3 (Dark Fiber Transport) 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, **or** (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. BellSouth** is not required to place fibers for Dark Fiber Transport if there are none available.	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.

EXHIBIT B

Item No.	Section No. and Heading	US LEC Proposed Language	BellSouth Proposed Language
111	6.4.3.2	**BellSouth** is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications, **and will ensure the Dark Fiber Transport meets industry standards at the time of delivery to <<customer_short_name>>. If the Dark Fiber Transport is not in compliance with industry standards BellSouth agrees to provide routine maintenance, pursuant to either 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, to bring the Dark Fiber Transport into compliance with industry standards at the rates contained in Exhibit A.**	**<<customer_short_name>>** is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
112	14.3	**BellSouth shall provide <<customer_short_name>> with non-discriminatory access to operations support systems on an unbundled basis, in accordance with 47 C.F.R. 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist or pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide <<customer_short_name>> with non-discriminatory access to the same detailed information about the loop that is available to BellSouth.**	No section.