

BELLSOUTH® / CLEC Agreement

Customer Name: [REDACTED]

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By and Between
BellSouth Telecommunications, Inc.

And



AGREEMENT

GENERAL TERMS AND CONDITIONS

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

WITNESSETH

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

WHEREAS, [REDACTED] is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the state of Kentucky; and

WHEREAS, BellSouth desires to provide and [REDACTED] desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (“Act”); but required pursuant to Section 271 of the Act; and

WHEREAS, BellSouth desires to provide and [REDACTED] desires to purchase certain other Services not required pursuant to the Act;

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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

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

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

1. **Scope of this Agreement**

This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain Services, set forth herein, to [REDACTED] ("Service(s)"). BellSouth will make available to [REDACTED] the Services and [REDACTED] agrees to purchase BellSouth's Services as set forth herein, provided [REDACTED] has in effect an effective and approved Interconnection Agreement with BellSouth in the states covered by this Agreement.

2. **CLEC Certification**

- 2.1 Prior to execution of this Agreement, [REDACTED] agrees to provide BellSouth in writing [REDACTED] CLEC certification for all states covered by this Agreement except Kentucky. Should [REDACTED] certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state.

- 2.2 To the extent [REDACTED] is not certified as a CLEC in any state covered by this Agreement as of the execution hereof, [REDACTED] may not purchase Services under this Agreement in that state. [REDACTED] will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, [REDACTED] may thereafter purchase Services pursuant to this Agreement in that state.

3. Term of the Agreement

- 3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the BellSouth territory in the state of Kentucky. It shall continue in effect thereafter for a period of six (6) months ("Initial Term"), except as otherwise provided herein. After the Initial Term, this Agreement shall renew automatically in consecutive six (6) month increments ("Renewal Terms") unless either Party notifies the other in writing no more than sixty (60) days and no less than thirty (30) days before the expiration date of the then current Term that it intends not to renew. This Agreement shall continue in effect as specified herein unless:
- a) Either Party terminates, without cause, at any time upon at least thirty (30) days prior written notice to the other Party; or
 - b) Either Party terminates pursuant to the terms hereof upon the other's breach;
 - c) The Interconnection Agreement between the Parties is terminated and is not replaced by a subsequent interconnection agreement, in which case this Agreement shall terminate coterminous with the Interconnection Agreement.
- 3.2 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then in addition to all other rights and remedies of law or equity or otherwise, the non breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.

4. Rates

[REDACTED] shall pay the charges set forth in Exhibit A of this Agreement. If no rate is set forth for a Service in this Agreement then BellSouth shall not provide such Service until a rate has been established between the Parties. In the event that BellSouth is unable to bill the applicable rate under this Agreement for any Services provided pursuant to this Agreement, BellSouth reserves the right to back-bill [REDACTED] for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement.

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

5.1 Subpoenas Directed to BellSouth. Where BellSouth provides the Services for [REDACTED] BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to [REDACTED] End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for [REDACTED] End Users for the same length of time it maintains such information for its own End Users.

5.2 Subpoenas Directed to [REDACTED]. Where BellSouth is providing to [REDACTED] when [REDACTED] agrees that in those cases where [REDACTED] receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to [REDACTED] End Users, and where [REDACTED] does not have the requested information, [REDACTED] will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 5.1 above.

5.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

6. Liability and Indemnification

6.1 [REDACTED] In the event that [REDACTED] consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of [REDACTED] under this Agreement.

6.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to [REDACTED] for any act or omission of another Telecommunications company providing Services to [REDACTED]

6.3 Limitation of Liability

6.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the Services not performed or improperly performed.

- 6.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the Service that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 6.3.3 Neither BellSouth nor [REDACTED] shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 6.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 6.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 6.4 Indemnification for Certain Claims. The Party providing Services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving Services hereunder against any claim, loss or damage arising from the receiving Party's use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving Services arising from such

company's use or reliance on the providing Party's Services, actions, duties, or obligations arising out of this Agreement.

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

7. Intellectual Property Rights and Indemnification

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

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

- 7.3 Intellectual Property Remedies

- 7.3.1 Indemnification. The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 preceding.
- 7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 7.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 7.3.2.2 obtain a license sufficient to allow such use to continue.
- 7.3.2.3 In the event Section 7.3.2.1 or 7.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 7.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 7.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 7.3.5 Dispute Resolution. Any claim arising under this Section 7 shall be brought in a court of competent jurisdiction.

8. Proprietary and Confidential Information

- 8.1 Proprietary and Confidential Information. It may be necessary for BellSouth and [REDACTED] each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 8.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 8.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 8.3.1 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 8.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 8.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 8.6 Survival of Confidentiality Obligations. The Parties’ rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties’ rights and

obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. Resolution of Disputes

In the event the Parties are unable to resolve any disputes that arises under this agreement, the aggrieved Party may exercise its legal right to pursue resolution of such dispute as appropriate.

10. Taxes

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

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

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

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

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

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

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

10.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee,

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

10.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

10.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

10.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

10.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

10.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

10.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

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

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

11. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion,

explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by [REDACTED], or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non performance and both Parties shall proceed whenever such causes are removed or cease.

12. Modification of Agreement

- 12.1 Subject to the provisions of Section 18, if [REDACTED] changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of [REDACTED] to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and shall notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable.
- 12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13. Non-waiver of Legal Rights

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

14. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that

the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15. Severability

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

16. Waivers

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

17. Governing Law

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

18. Assignments

██████████ shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of BellSouth. The assignee must provide evidence of a state commission approved certification to provide Telecommunications Service in each state that ██████████ ██████████s providing service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, ██████████ shall not assign this Agreement to any Affiliate or non affiliated entity unless either (1) ██████████ says all

bills, past due and current, under this Agreement, or (2) [REDACTED]
assignee expressly assumes liability for payment of such bills.

19. Notices

19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

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

and

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

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

the fifth day, or next business day after the fifth day, after it was deposited in the mails.

- 19.3 BellSouth shall post changes to business processes and policies not requiring an amendment to this Agreement, pursuant to all legal and regulatory requirements. Such notices will be posted to BellSouth's website.

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

24. Good Faith Performance

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

25. Survival

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

26. Entire Agreement

26.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 26.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and [REDACTED] acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the Services hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such Services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

26.2 This Agreement includes Attachments with provisions for the following:

Services
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing

27. Service Levels

Notwithstanding any provision of any document referenced herein, BellSouth shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.

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

BellSouth Telecommunications, Inc.

By: Pat C Finlen
Name: PATRICK C. FINLEN
Title: ASSISTANT DIRECTOR
Date: [REDACTED]

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: [REDACTED]

**Attachment 1
Services**

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Services

1. Introduction

1.1 Upon request of [REDACTED] BellSouth shall provide the Services set forth in this Attachment, at the rates set forth in Exhibit A, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement.

2. Wholesale Local Circuit Switching

2.1 Wholesale Local Circuit Switching 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. Wholesale 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.

2.2 BellSouth shall provide Wholesale Local Circuit Switching for [REDACTED] at the rates set forth in this Agreement when [REDACTED] (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. The Wholesale Local Circuit Switching rate shall apply to all voice grade (DS0) equivalents or lines where (1) applies.

2.3 Intercarrier compensation for [REDACTED] arrangements utilizing Wholesale Local Circuit Switching shall be governed by the provisions of the UNE attachment of the Parties' Interconnection Agreement.

2.4 Wholesale Port Features

2.4.1 Charges for wholesale Ports are as set forth in Exhibit A and include switch based features.

2.4.2 Where applicable and available, non-switch-based services at BellSouth's retail rates may be ordered with wholesale Ports.

2.5 Provision for Wholesale Local Circuit Switching

- 2.5.1 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.
- 2.5.2 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 nondiscriminatory manner.
- 2.5.3 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.
- 2.5.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts may include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to [REDACTED] all Advanced Intelligent Network (AIN) triggers in connection with its Service Management System and Service Creation Environment (SMS/SCE) offering.
- 2.6 Wholesale Local Circuit Switching Interfaces
- 2.6.1 [REDACTED] 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:
- 2.6.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 2.6.1.2 Coin phone signaling;
- 2.6.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
- 2.6.1.4 Two-wire analog interface to PBX;
- 2.6.1.5 Four-wire analog interface to PBX;
- 2.6.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 2.6.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 2.6.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

- 2.6.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 2.6.2 All End Users of [REDACTED] 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.
- 2.6.3 [REDACTED] shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automatic Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.
- 2.6.4 [REDACTED] 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) Database.
- 2.6.5 [REDACTED] will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the [REDACTED] End Users.
- 2.7 Wholesale Local Circuit Switching – Tandem Switching
- 2.7.1 Tandem Switching 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.
- 2.7.2 When [REDACTED] 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. BellSouth will charge a melded rate that takes into account the average percentage of calls that utilize the Tandem Switching network element utilized for an interoffice call originating from a wholesale port and terminating to a BellSouth, Independent Company or Facility Based CLEC office. 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.
- 2.7.3 Technical Requirements
- 2.7.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement,

6/1/90. The requirements for Tandem Switching include but are not limited to the following:

- 2.7.3.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 2.7.3.1.2 Tandem Switching will provide screening as jointly agreed to by [REDACTED] and BellSouth;
- 2.7.3.1.3 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;
- 2.7.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;
- 2.7.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Points (PSAPs) where 911 solutions are deployed and the tandem is used for 911; and
- 2.7.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 2.7.3.2 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 [REDACTED]
- 2.7.3.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 2.7.3.4 Tandem Switching shall process originating toll-free traffic received from [REDACTED] local switch.
- 2.7.3.5 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.
- 2.7.3.6 Upon [REDACTED] purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for [REDACTED] traffic overflowing from direct end office high usage trunk groups.

3. Wholesale Common (Shared) Transport

- 3.1 Wholesale Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is

not Common (Shared) Transport. Wholesale Common (Shared) Transport is available only in connection with the Wholesale Access Line Platform.

- 3.2 In developing the market based rates for this Agreement, BellSouth evaluated the difference between the UNE prices and a commercially reasonable market rate for Wholesale Local Circuit Switching, including tandem switching, switch usage and Wholesale Common (Shared) Transport. For billing and administrative ease, BellSouth has included the difference between the UNE rates and the market rates for such Services in the Wholesale Local Circuit Switch Port rate element. Nothing in this Agreement shall be deemed to imply that the UNE prices for such Services are equivalent to a market rate for such Services.

4. Wholesale Access Line Platform

- 4.1 The Wholesale Access Line Platform provides an end to end telecommunications service by combining Wholesale Local Circuit Switching with, at a minimum, UNE Loops as set forth in the Interconnection Agreement and Wholesale Common Transport as set forth in this Agreement, which together provide local exchange service for the origination or termination of calls. The Wholesale Access Line Platform supports the same calling and feature requirements as described in the Wholesale Local Circuit Switching or port section of this Agreement 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. BellSouth shall make 911 updates in the BellSouth 911 database for [REDACTED] Wholesale Access Line Platform. BellSouth will not bill [REDACTED] for 911 surcharges. [REDACTED] is responsible for paying all 911 surcharges to the applicable governmental agency.

- 4.2 Various network elements may be used in providing Wholesale Access Line Platform offerings, including UNE Loops, UNE Dedicated Transport and other elements that BellSouth unbundles pursuant to FCC orders. All UNEs that may be included in the Wholesale Access Line Platform shall be ordered and provisioned pursuant to the Parties' Interconnection Agreement. Any reference in this Agreement or in Exhibit A to UNEs is intended for informational purposes only.

5. Wholesale Sub-Loop Feeder Network Element

- 5.1 Sub-Loop Feeder (SLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves one or more End User locations.
- 5.2 SLF can be configured as 2-wire Copper, 4-wire Copper, or 4-wire DS1.
- 5.3 SLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2-wire or 4-wire

communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of [REDACTED] loop distribution elements onto BellSouth's feeder system.

5.4 Requirements

5.4.1 [REDACTED] will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. BellSouth will provide access to SLF where existing capacity is available. If there are no existing facilities, BellSouth will not place additional facilities.

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

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

5.5 Rates

5.5.1 Rates for these Services are as set forth in Exhibit A of this Attachment.

6. Wholesale Operator Services (Operator Call Processing and Directory Assistance)

6.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling card calls); (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

6.2 BellSouth will provide access to Wholesale Operator Call Processing.

6.3 Upon request for BellSouth OCP, BellSouth shall:

6.3.1 Process 0+ and 0- dialed local calls.

6.3.2 Process 0+ and 0- intraLATA toll calls.

6.3.3 Process calls that are billed to [REDACTED] End User's calling card that can be validated by BellSouth.

6.3.4 Process person-to-person calls.

- 6.3.5 Process collect calls.
- 6.3.6 Provide the capability for callers to bill to a third party and shall also process such calls.
- 6.3.7 Process station-to-station calls.
- 6.3.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 6.3.9 Process emergency call trace originated by Public Safety Answering Points.
- 6.3.10 Process operator assisted directory assistance calls.
- 6.3.11 Adhere to equal access requirements, providing [REDACTED] local End Users the same IXC access as provided to BellSouth End Users.
- 6.3.12 Exercise at least the same level of fraud control in providing Operator Service to [REDACTED] that BellSouth provides for its own operator service.
- 6.3.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 6.3.14 Direct customer account and other similar inquiries to the customer service center designated by [REDACTED]
- 6.3.15 Provide call records to [REDACTED] in accordance with ODUF standards specified in the Parties' Interconnection Agreement.
- 6.4 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 7. Wholesale Selective Call Routing Using Line Class Codes (SCR-LCC)**
 - 7.1.1 Where [REDACTED] utilizes an operator services provider other than BellSouth, BellSouth will route [REDACTED] End User calls to that provider through Selective Call Routing using Line Class Codes (SCR-LCC).
 - 7.1.2 SCR-LCC provides the capability for [REDACTED] 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.

- 7.1.3 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.
- 7.1.4 Where available, [REDACTED] specific and unique line class codes are programmed in each BellSouth end office switch where [REDACTED] intends to serve End Users with customized OCP/DA branding. The line class codes specifically identify [REDACTED] End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and [REDACTED] intends to provide [REDACTED] branded OCP/DA to its End Users in these multiple rate areas.
- 7.1.5 SCR-LCC supporting Custom Branding and Self Branding require [REDACTED] to order dedicated trunking from each BellSouth end office identified by [REDACTED] either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the [REDACTED] operator service provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 7.1.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by [REDACTED] to the BellSouth TOPS.
- 7.1.7 The rates for SCR-LCC are as set forth in this Attachment.

8. Wholesale Directory Assistance Service

- 8.1 Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.2 BellSouth will provide access to Wholesale Directory Assistance Service at the rates set forth in Exhibit A.
- 8.3 DA Service shall provide up to two listing requests per call. If available and if requested by [REDACTED] End User, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings.
- 8.4 DA Service Updates
- 8.5 BellSouth shall update End User listings changes daily. These changes include:

- 8.5.1 New End User connections;
- 8.5.2 End User disconnections;
- 8.5.3 End User address changes.
- 8.6 These updates shall also be provided for non listed and non published numbers for use in emergencies.
- 8.7 Branding for Wholesale Operator Call Processing and Directory Assistance
- 8.7.1 BellSouth's branding feature provides a definable announcement to [REDACTED] End Users using DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows [REDACTED] to have its calls custom branded with [REDACTED] name on whose behalf BellSouth is providing DA and/or OCP.
- 8.7.2 BellSouth offers three branding offering options to [REDACTED] when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 8.7.3 Upon receipt of the custom branding order from [REDACTED], the order is considered firm after ten (10) business days. Should [REDACTED] decide to cancel the order, written notification to [REDACTED] Local Contract Manager is required. If [REDACTED] decides to cancel after ten (10) business days from receipt of the custom branding order, [REDACTED] shall pay all charges per the order.
- 8.7.4 Branding via Originating Line Number Screening (OLNS)
- 8.7.4.1 Where [REDACTED] is reselling BellSouth services pursuant to a resale or interconnection agreement or is purchasing Wholesale Local Circuit Switching hereunder, BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, [REDACTED] shall not be required to purchase dedicated trunking.
- 8.7.4.2 BellSouth Branding is the default branding offering.
- 8.7.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, [REDACTED] must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, [REDACTED] must submit a manual order form which requires, among other things, [REDACTED] OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the

peak busy hour. [REDACTED] shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon [REDACTED] purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all [REDACTED] Users served by that TOPS will receive the Unbranded “no announcement” or the Custom Branded announcement.

8.7.5 Facilities Based Carrier Branding

8.7.5.1 Service Levels require [REDACTED] to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

8.7.5.2 BellSouth Branding is the default branding offering.

8.7.5.3 Where [REDACTED] utilizes an Operator Service Provider other than BellSouth, BellSouth will route [REDACTED] End User calls to that provider through Selective Call Routing. Selective Call Routing can be purchased through the Interconnection Agreement.

9. Service Control Points/Databases

9.1 Access to any call-related database requires [REDACTED] to purchase links to BellSouth’s Service Control Points (SCPs) from applicable BellSouth tariffs.

9.2 Line Information Database (LIDB)

9.2.1 The BellSouth LIDB stores up-to-date information on working telephone numbers and Special Billing Numbers that is accessible through Common Channel Signalling (CCS) networks. LIDB data is used by Telecommunications Service Providers to validate billing of Collect, Billed-to Third Number and non proprietary calling card calls, to screen out attempts to bill calls to payphones, for Billing and fraud prevention.

9.2.2 Where [REDACTED] purchases Wholesale Local Circuit Switching, unbundled switching, resold services from BellSouth, or is a Facilities Based Carrier, BellSouth agrees to store in its LIDB certain information at the request of [REDACTED]. [REDACTED] understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of [REDACTED] pursuant to this Agreement, shall be available to those telecommunications service providers.

9.2.2.1 Where [REDACTED] is purchasing Wholesale Local Circuit Switching from BellSouth, and using the BellSouth service order process, [REDACTED]

telephone line number data will be automatically loaded into LIDB via the service order process.

9.2.2.2 Where [REDACTED] is a Facilities Based Carrier the mechanism to be used by [REDACTED] for providing the initial telephone line number data load and subsequent updates into LIDB will be determined by mutual agreement. Within two (2) weeks after a request by [REDACTED], BellSouth shall provide [REDACTED] with the End User telephone line number data items, which [REDACTED] would have to provide in order to support each required LIDB function.

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

9.2.2.4 BellSouth shall provide priority updates to LIDB for [REDACTED] data upon [REDACTED] 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.

9.2.2.5 BellSouth shall perform backup and recovery of all [REDACTED] data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy.

9.2.2.6 BellSouth shall accept queries to LIDB associated with [REDACTED] customer records and shall return responses in accordance with industry standards.

9.3 For purposes of LIDB storage the following definitions apply.

9.3.1 Definitions

9.3.1.1 Billing Number - a number that [REDACTED] creates for the purpose of identifying an account for the imposition of charges. This number may be a line or a special billing number.

9.3.1.2 Line Number - a ten-digit number that identifies a telephone line administered by [REDACTED]

9.3.1.3 Special Billing Number - a ten digit (10) number that identifies a billing account established by [REDACTED]

9.3.1.4 Calling Card Number - a billing number plus PIN number.

9.3.1.5 PIN Number - a four (4) digit security code assigned by [REDACTED] that is added to a billing number to compose a fourteen (14) digit calling card number.

- 9.3.1.6 Toll Billing Exception Indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by [REDACTED]
- 9.3.1.7 Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- 9.3.1.8 Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- 9.3.1.9 Billing Number Information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by [REDACTED]
- 9.3.1.10 Account Owner – name of the local exchange telecommunications company that is providing dial tone on a subscriber line.
- 9.3.1.11 GetData – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office/Billing Service Provider for a line number. This query service may be modified to provide additional information in the future.
- 9.3.1.12 OLNS – refers to the query service used to determine the billing, screening and call handling indicators, station type, Billing Service Provider and Account Owner provided to BellSouth by [REDACTED] for originating line numbers.
- 9.3.2 BellSouth will provide responses to on-line, call-by-call queries to local exchange line and/or billing number information for the following purposes:
- 9.3.3 Billed Number Screening
- 9.3.3.1 BellSouth is authorized to use the billing number information to determine whether [REDACTED] has identified the billing number as one that should not be billed for collect or third number calls.
- 9.3.4 Calling Card Validation
- 9.3.4.1 BellSouth is authorized to validate a fourteen (14) digit Calling Card number where the first ten (10) digits are a line number or special billing number assigned by BellSouth and where the last four (4) digits (PIN) are a security code assigned by BellSouth.
- 9.3.5 OLNS

- 9.3.5.1 BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, Billing Service Provider and Account Owner on the lines of [REDACTED] from which a call originates.
- 9.3.6 GetData
- 9.3.6.1 BellSouth is authorized to provide, at a minimum, the Account Owner and/or Regional Accounting Office/Billing Service Provider information on the lines of [REDACTED], indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.
- 9.3.7 Fraud Control
- 9.3.7.1 BellSouth will provide seven (7) days per week, twenty four (24) hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify [REDACTED] of fraud alerts so that [REDACTED] may take action it deems appropriate.
- 9.3.8 Responsibilities of the Parties
- 9.3.8.1 BellSouth will administer all data stored in the LIDB, including the data provided by [REDACTED] pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers.
- 9.3.8.2 [REDACTED] is responsible for the completeness and accuracy of the data being provided to BellSouth.
- 9.3.8.3 BellSouth shall not be responsible to [REDACTED] for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 9.3.9 Billing and Collection Customers
- 9.3.9.1 BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these Billing and Collection Customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate [REDACTED] data from BellSouth's data, the following terms and conditions shall apply:

- 9.3.9.1.1 BellSouth will identify [REDACTED] End User originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their End Users.
- 9.3.9.1.2 BellSouth shall have no obligation to become involved in any disputes between [REDACTED] and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to [REDACTED]. It shall be the responsibility of [REDACTED] and the B&C Customers to negotiate and arrange for any appropriate adjustments.
- 9.3.10 Fees for Service and Taxes
- 9.3.10.1 [REDACTED] will not be charged a fee for storage services provided by BellSouth to [REDACTED].
- 9.3.10.2 Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by [REDACTED].
- 9.4 Wholesale Calling Name (CNAM) Database Service
- 9.4.1 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 BellSouth Wholesale CNAM database. This service is only provided where [REDACTED] loads and stores its End User names in the BellSouth CNAM SCPs.
- 9.4.2 [REDACTED] 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.
- 9.4.3 The mechanism to be used by [REDACTED] for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by [REDACTED] in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of [REDACTED] to provide accurate information to BellSouth on a current basis.
- 9.4.4 Updates to the CNAM database 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.

9.4.5 [REDACTED] shall submit to BellSouth a notice of its intent to access and utilize BellSouth's Wholesale CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to [REDACTED] requested date of access to BellSouth's Wholesale CNAM Database Services and shall be addressed to [REDACTED] Local Contract Manager.

9.4.6 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP [REDACTED] shall provide its own CNAM Switching Service Point (SSP). [REDACTED] CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

10. Remote Site Line Sharing

10.1 General

10.2 Remote Site Line Sharing is defined as the process by which [REDACTED] provides digital subscriber line service over the same copper sub-loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and [REDACTED] using the high frequency spectrum (as defined below) of the sub-loop. 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 facility.

10.3 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper sub-loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow [REDACTED] the ability to provide Digital Subscriber Line (xDSL) data services to the End User for whom 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 sub-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. [REDACTED] shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

10.4 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub-loop has no load coils, low-

pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

- 10.5 Procedures for High Frequency Spectrum Remote site Unbundled Sub-Loop Modification are posted at <http://www.interconnection.bellsouth.com/html/unes.html>. BellSouth will not modify a sub-loop for access to the High Frequency Spectrum if modification of that sub-loop significantly degrades BellSouth's voice service. If [REDACTED] requests modifications on a sub-loop longer than 18,000 feet and requested modifications significantly degrade the voice services on the Loop, [REDACTED] shall pay for the sub-loop to be restored to its original state.
- 10.6 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth on which BellSouth continues to provide analog retail voice service directly to a BellSouth End User. In the event the BellSouth End User terminates its BellSouth provided retail voice service for any reason, or in the event BellSouth disconnects the End User's retail voice service pursuant to its tariffs or applicable law, and [REDACTED] desires to continue providing xDSL service on such sub-loop, [REDACTED] shall be required to purchase a full stand-alone sub-loop pursuant to the Parties' Interconnection Agreement. To the extent commercially reasonable, BellSouth shall give [REDACTED] notice in a reasonable time prior to disconnection of the retail voice End User. Such notice shall give [REDACTED] an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides retail voice service to the End User and [REDACTED] purchases the full stand-alone sub-loop, [REDACTED] will pay the appropriate recurring and nonrecurring rates for such sub-loop. In the event [REDACTED] purchases a standalone voice grade sub-loop, [REDACTED] acknowledges that such sub-loop may not remain xDSL compatible.
- 10.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.
- 10.8 Provisioning of High Frequency Spectrum and Splitter Space
- 10.8.1 BellSouth will provide [REDACTED] with access to the High Frequency Spectrum as follows:
- 10.8.2 To order High Frequency Spectrum on a particular sub-loop, [REDACTED] must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the End User of such sub-loop.
- 10.8.3 [REDACTED] may provide its own splitters or may order splitters in a remote site once the [REDACTED] has installed its DSLAM at that remote site. [REDACTED] may order BellSouth owned splitters at the rates set forth in Exhibit A.

10.8.4 Once a splitter is installed on behalf of ██████████ in a remote site in which ██████████ located, ██████████ shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and ██████████ shall pay the applicable rate for ██████████ High Frequency Spectrum End User's activation.

10.9 BellSouth Owned Splitter

10.9.1 At ██████████ request BellSouth will select, purchase, install and maintain a splitter at the remote site. The ██████████ meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). ██████████ will provide a cable facility to the BellSouth FDI. BellSouth will splice the ██████████ cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the ██████████ cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the ██████████ xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with Foreign Exchange (FX) lines, ISDN, shall comply with ANSI T1.413 and other services listed in the technical section of this document.

10.9.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the ██████████ Terminal (RT) collocation space and routed back to the ██████████ network. ██████████ shall purchase ports on the splitter in increments of 24 ports.

10.9.3 BellSouth will install the splitter in (i) a common area close to ██████████ collocation area, if possible; or (ii) in a BellSouth relay rack as close to ██████████ DS0 termination point as possible. ██████████ 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 remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified ██████████ DS0 at such time that ██████████ End User's service is established.

10.10 CLEC Owned Splitter

10.10.1 ██████████ may at its option purchase, install and maintain splitters in its collocation arrangements. ██████████ may use such splitters for access to its End Users and to provide digital line subscriber services to its End Users using the High Frequency Spectrum. ██████████ will be required to activate cable pairs in no less than eight (8) pair increments.

10.10.2 Any splitters installed by ██████████ in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ██████████ may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

10.11 **Ordering**

10.11.1 ██████████ shall use BellSouth's Remote Splitter Ordering Document (RSOD) to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

10.11.2 BellSouth will provide ██████████ the Local Service Request (LSR) format to be used when ordering the High Frequency Spectrum.

10.11.3 BellSouth will provide ██████████ access to Preordering Loop Makeup (LMU) in accordance with the terms of the Parties' Interconnection Agreement. For billing and administrative ease, during the term of this Agreement, BellSouth will continue to offer LMU and Unbundled Loop Modification (ULM) for the Services described herein at the rates set forth in the Interconnection Agreement. Upon renewal of this Agreement, BellSouth reserves the right to charge market rates for LMU and ULM used in conjunction with the Services hereunder.

10.11.4 BellSouth shall test the data portion of the sub-loop to ensure the continuity of the wiring for ██████████ data.

10.12 **Maintenance and Repair**

10.12.1 ██████████ shall have access for repair and maintenance purposes to any sub-loop for which it has access to the High Frequency Spectrum. If ██████████ is using a BellSouth owned splitter, ██████████ may access the sub-loop at the point where the data signal exits. If ██████████ provides its own splitter, it may test from the collocation space or the termination point.

10.12.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the End User's premises and the termination point. ██████████ will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

10.12.3 ██████████ shall inform its End Users to direct problems with the High Frequency portion of the sub-loop to ██████████ unless both voice and data services are impaired, in which event the End Users should call BellSouth.

10.12.4 Once a Party has isolated a trouble to the other Party's portion of the sub-loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the sub-loop.

10.12.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement leased by [REDACTED] BellSouth will notify [REDACTED] [REDACTED] will provide at least one but no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, [REDACTED] will provide BellSouth submit an LSR providing the new CFA pair information within twenty four (24) hours of the verbal notification. If the owner of the physical collocation arrangement fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue [REDACTED] access to the High Frequency Spectrum on such sub-loop. BellSouth will not be responsible for any loss of data as a result of this action and BellSouth shall not have any liability for disconnection of [REDACTED] access to the high frequency portion of the sub-loop.

11. Operational Support Systems (OSS)

11.1 BellSouth has developed and made available the following electronic interfaces by which [REDACTED] may submit LSRs electronically.

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

11.2 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 the Parties' Interconnection Agreement.

11.3 Denial/Restoral OSS Charge

11.3.1 In the event [REDACTED] provides a spreadsheet with a list of End Users 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.

11.4 Cancellation OSS Charge

11.4.1 The [REDACTED] will incur an OSS charge for an accepted LSR that is later canceled.

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

11.5 Network Elements and Other Services Manual Additive

- 11.6 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 as specified in the Parties' Interconnection Agreement.

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE														
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
	Expedite Charge per Circuit or Line Assignable USOC, per Day		UAL, UEANL, UCL, UEF, UDC, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00	0.00	0.00	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)														
	LIDB Common Transport Per Query		OQT			0.0003								
	LIDB Validation Per Query		OQU			0.035378								
	LIDB Originating Point Code Establishment or Change		OQT, OQU	NRBPX		91.00		67.59						
BRANDING - DIRECTORY ASSISTANCE														
Facility Based CLEC														
	Recording and Provisioning of DA Custom Branded Announcement		AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN		AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC														
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00							
Unbranding via OLNS for Wholesale CLEC														
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00							
	Loading of DA per Switch per OCN					16.00	16.00							
DIRECTORY ASSISTANCE SERVICES														
DIRECTORY ASSISTANCE ACCESS SERVICE														
	Directory Assistance Access Service Calls, Charge Per Call					0.275								
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10								
BRANDING - OPERATOR CALL PROCESSING														
Facility based CLEC														

SERVICES - Kentucky										Attachment: 1		Exhibit: A								
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)								
												Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN
	Recording of Custom Branded OA Announcement			CBAOS	7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			CBAOL	500.00															
	Wholesale CLEC																			
	Recording of Custom Branded OA Announcement				7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN				500.00															
	Unbranding via OLNS for Wholesale CLEC																			
	Loading of OA per OCN (Regional)				1,200.00															
	INWARD OPERATOR SERVICES																			
	Inward Operator Services - Verification, Per Call				1.00															
	Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95															
	OPERATOR CALL PROCESSING																			
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20															
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24															
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20															
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20															
	CALLING NAME (CNAM) SERVICE																			
	CNAM For DB Owners - Service Establishment		QOV		25.34	25.34	23.30	23.30												
	CNAM For Non DB Owners - Service Establishment		QOV		25.34	25.34	23.30	23.30												
	CNAM For DB Owners - Service Provisioning With Point Code Establishment		QOV		1,591.54	1,177.08	431.95	317.61												
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment		QOV		546.40	393.74	438.93	317.61												
	CNAM for DB Owners, Per Query		QOV		0.008															
	CNAM for Non DB Owners, Per Query		QOV		0.008															
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)		QOV	CDDCH	595.00	595.00														
	LNP Query Service																			
	LNP Charge Per query				0.000979															
	LNP Service Establishment Manual				13.82	13.82	12.71	12.71												
	LNP Service Provisioning with Point Code Establishment				953.27	487.00	431.95	317.61												
	WHOESALE LOCAL CIRCUIT SWITCHING (PORTS)																			
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																			
	Exchange Ports - 2-Wire Analog Line Port- Res.		UEPSR	UEPRL	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.		UEPSR	UEPRC	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.		UEPSR	UEPRO	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res.		UEPSR	UEPRM	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM)		UEPSR	UEPAP	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID		UEPSR	UEPWE	14.00	90.00	90.00	0.00	0.00											
	2-Wire voice Low Usage Line Port without Caller ID Capability		UEPSR	UEPRT	14.00	90.00	90.00	0.00	0.00											
	Subsequent Activity		UEPSR	USASC	0.00	0.00	0.00													
	FEATURES																			
	All Available Vertical Features		UEPSR	UEPVF	0.00	0.00	0.00													
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																			
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus		UEPSB	UEPBL	14.00	90.00	90.00	0.00	0.00											
	Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus.		UEPSB	UEPBC	14.00	90.00	90.00	0.00	0.00											

SERVICES - Kentucky										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.		UEPSB	UEPBO	14.00	90.00	90.00	0.00	0.00						
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus.		UEPSB	UEPBM	14.00	90.00	90.00	0.00	0.00						
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus		UEPSB	UEPB1	14.00	90.00	90.00	0.00	0.00						
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID		UEPSB	UEPWF	14.00	90.00	90.00	0.00	0.00						
	2-Wire voice Incoming Only Port without Caller ID Capability		UEPSB	UEPBE	14.00	90.00	90.00	0.00	0.00						
	Subsequent Activity		UEPSB	USASC	0.00	0.00	0.00								
	FEATURES														
	All Available Vertical Features		UEPSB	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)														
	2-Wire VG 2-Way PBX Trunk - Res		UEPSE	UEPRD	14.00	90.00	90.00	0.00	0.00						
	2-Wire VG Line Side 2-Way PBX Trunk - Bus		UEPSP	UEPPC	14.00	90.00	90.00	0.00	0.00						
	2-Wire VG Line Side Outward PBX Trunk - Bus		UEPSP	UEPPO	14.00	90.00	90.00	0.00	0.00						
	2-Wire VG Line Side Incoming PBX Trunk - Bus		UEPSP	UEPP1	14.00	90.00	90.00	0.00	0.00						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus		UEPSP	UEPLD	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX LD Terminal Ports		UEPSP	UEPLD	14.00	90.00	90.00	0.00	0.00						
	2-Wire Vice 2-Way PBX Usage Port		UEPSP	UEPXA	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPSP	UEPXB	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX LD DDD Terminals Port		UEPSP	UEPXC	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPSP	UEPXD	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPSP	UEPXE	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD		UEPSP	UEPXF	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX Kentucky LUD Area Calling Port		UEPSP	UEPXG	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice PBX Kentucky Premium Calling Port		UEPSP	UEPXH	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 2-Way PBX Kentucky Area Calling Port Without LUD		UEPSP	UEPXJ	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPSP	UEPXL	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPSP	UEPXM	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPSP	UEPXO	14.00	90.00	90.00	0.00	0.00						
	2-Wire Voice 1-Way Outgoing PBX Measured Port		UEPSP	UEPXS	14.00	90.00	90.00	0.00	0.00						
	Subsequent Activity		UEPSP	USASC	0.00	0.00	0.00								
	FEATURES														
	All Available Vertical Features		UEPSP	UEPSE	0.00	0.00	0.00								
	EXCHANGE PORT RATES (COIN)														
	Exchange Ports - Coin Port				14.00	90.00	90.00	0.00	0.00						
	Local Circuit Switching Features offered with Port														
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.														
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through New Business Request Process. Rates for the packet capabilities will be determined via the New Business Request Process.														
	Exchange port - 4-wire ISDN trunk port -all available features included			UEPEX	101.60	188.36	95.15	61.92	22.67						
	WHOLESALE LOCAL CIRCUIT SWITCHING, PORT USAGE														
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU				0.0011971										
	End Office Trunk Port - Shared, Per MOU				0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU				0.000194										
	Tandem Trunk Port - Shared, Per MOU				0.0002416										
	Melded Factor: 48.65% of the Tandem Rate														
	Tandem Switching Function Per MOU (Melded)				0.000094381										
	Tandem Trunk Port - Shared, Per MOU (Melded)				0.000117538										
	Wholesale Common Transport														
	Common Transport - Per Mile, Per MOU				0.000003										

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Common Transport - Facilities Termination Per MOU				0.0007466									
Wholesale Access Line Platform Service														
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU). > For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.														
2-WIRE WHOLESALE ACCESS LINE PLATFORM (RES)														
Loop Rates														
2-Wire Voice Grade Loop (SL1) - Zone 1 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Loop (SL1) - Zone 2 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Loop (SL1) - Zone 3 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Line Port (Res)														
	2-Wire voice port - residence		UEPRX	UEPRL	14.00	90.00	90.00							
	2-Wire voice port with Caller ID - res		UEPRX	UEPRC	14.00	90.00	90.00							
	2-Wire voice port outgoing only - res		UEPRX	UEPRO	14.00	90.00	90.00							
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - res		UEPRX	UEPRM	14.00	90.00	90.00							
	2-Wire voice res, low usage line port with Caller ID		UEPRX	UEPAP	14.00	90.00	90.00							
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID		UEPRX	UEPWE	14.00	90.00	90.00							
LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPRX	LNPCX	0.35									
FEATURES														
	All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00							
NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is		UEPRX	USAC2										
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change		UEPRX	USACC										
ADDITIONAL NRCs														
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPRX	USAS2		0.00	0.00							
Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL														
OFF/ON PREMISES EXTENSION CHANNELS														
2 Wire Analog Voice Grade Extension Loop - Non-Design - See Interconnection Agreement for Rates - UEAEN														
2 Wire Analog Voice Grade Extension Loop - Non-Design - See Interconnection Agreement for Rates - UEAEN														
2 Wire Analog Voice Grade Extension Loop - Non-Design - See Interconnection Agreement for Rates - UEAEN														
2 Wire Analog Voice Grade Extension Loop - Design - See Interconnection Agreement for Rates - UEAED														
2 Wire Analog Voice Grade Extension Loop - Design - See Interconnection Agreement for Rates - UEAED														
2 Wire Analog Voice Grade Extension Loop - Design - See Interconnection Agreement for Rates - UEAED														
INTEROFFICE TRANSPORT														
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2														
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - U1TVM														
2-WIRE WHOLESALE ACCESS LINE PLATFORM (BUS)														
Loop Rates														
2-Wire Voice Grade Loop (SL1) - Zone 1 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Loop (SL1) - Zone 2 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Loop (SL1) - Zone 3 - See Interconnection Agreement for Rates - UEPLX														
2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice port without Caller ID - bus		UEPBX	UEPBL	14.00	90.00	90.00							
	2-Wire voice port with Caller + E484 ID - bus		UEPBX	UEPBC	14.00	90.00	90.00							
	2-Wire voice port outgoing only - bus		UEPBX	UEPBO	14.00	90.00	90.00							
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus		UEPBX	UEPBM	14.00	90.00	90.00							
	2-Wire voice incoming only port with Caller ID - Bus		UEPBX	UEPB1	14.00	90.00	90.00							
	2-Wire voice Kentucky Business Dialing Plan without Caller ID		UEPBX	UEPWF	14.00	90.00	90.00							
LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPBX	LNPCX	0.35									
FEATURES														
	All Features Offered		UEPBX	UEPVF	0.00	0.00	0.00							

SERVICES - Kentucky										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Rec	Nonrecurring							Nonrecurring Disconnect		OSS Rates (\$)
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is		UEPBX	USAC2		41.50	41.50								
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change		UEPBX	USACC		41.50	41.50								
ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent		UEPBX	USAS2		0.00	0.00								
Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL															
OFF/ON PREMISES EXTENSION CHANNELS															
2 Wire Analog Voice Grade Extension Loop – Non-Design - See Interconnection Agreement for Rates - UEAEN															
2 Wire Analog Voice Grade Extension Loop – Non-Design - See Interconnection Agreement for Rates - UEAEN															
2 Wire Analog Voice Grade Extension Loop – Non-Design - See Interconnection Agreement for Rates - UEAEN															
2 Wire Analog Voice Grade Extension Loop – Design - See Interconnection Agreement for Rates - UEAED															
2 Wire Analog Voice Grade Extension Loop – Design - See Interconnection Agreement for Rates - UEAED															
2 Wire Analog Voice Grade Extension Loop – Design - See Interconnection Agreement for Rates - UEAED															
INTEROFFICE TRANSPORT															
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2															
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - U1TVM															
2-WIRE WHOLESALE ACCESS LINE PLATFORM (RES - PBX)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 2 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 3 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2-Wire voice 2-Way PBX Trunk Port - Res		UEPRG	UEPRD		14.00	90.00	90.00							
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)		UEPRG	LNPCP		3.15									
FEATURES															
	All Features Offered		UEPRG	UEPVF		0.00	0.00	0.00							
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is		UEPRG	USAC2		41.50	41.50								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change		UEPRG	USACC		41.50	41.50								
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPRG	USAS2		0.00	0.00								
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring					0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64								
Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL															
OFF/ON PREMISES EXTENSION CHANNELS															
Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX															
Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX															
Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX															
Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X															
Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X															
Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X															
INTEROFFICE TRANSPORT															
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2															
Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - U1TVM															
2-WIRE WHOLESALE ACCESS LINE SERVICE (BUS - PBX)															
Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 2 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 3 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC		14.00	90.00	90.00							
	Line Side Outward PBX Trunk Port - Bus		UEPPX	UEPPO		14.00	90.00	90.00							
	Line Side Incoming PBX Trunk Port - Bus		UEPPX	UEPP1		14.00	90.00	90.00							

SERVICES - Kentucky						Attachment: 1		Exhibit: A							
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice PBX LD Terminal Ports		UEPPX	UEPLD	14.00	90.00	90.00								
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPPX	UEPXA	14.00	90.00	90.00								
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	14.00	90.00	90.00								
	2-Wire Voice PBX LD DDD Terminals Port		UEPPX	UEPXC	14.00	90.00	90.00								
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPPX	UEPXD	14.00	90.00	90.00								
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	14.00	90.00	90.00								
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD		UEPPX	UEPXF	14.00	90.00	90.00								
	2-Wire Voice PBX Kentucky LUD Area Calling Port		UEPPX	UEPXG	14.00	90.00	90.00								
	2-Wire Voice PBX Kentucky Premium Calling Port		UEPPX	UEPXH	14.00	90.00	90.00								
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD		UEPPX	UEPXJ	14.00	90.00	90.00								
	2-Wire Voice OutDial Kentucky NAR Area Calling Port		UEPPX	UEPOK	14.00	90.00	90.00								
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15										
	FEATURES														
	All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is		UEPPX	USAC2		41.50	41.50								
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change		UEPPX	USACC		41.50	41.50								
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPPX	USAS2		0.00	0.00								
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring					0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.86	7.86								
	Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL														
	OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX														
	Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX														
	Local Channel Voice grade, per termination - See Interconnection Agreement for Rates - P2JHX														
	Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X														
	Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X														
	Non-Wire Direct Serve Channel Voice Grade - See Interconnection Agreement for Rates - SDD2X														
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - U1TVM														
	2-WIRE WHOLESALE ACCESS LINE PLATFORM (COIN)														
	Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 2 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Loop (SL1) - Zone 3 - See Interconnection Agreement for Rates - UEPLX														
	2-Wire Voice Grade Line Port Rates (Coin)														
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	14.00	90.00	90.00								
	2-Wire Coin 2-Way with Operator Screening (AL, KY)		UEPCO	UEPRE	14.00	90.00	90.00								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	14.00	90.00	90.00								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)		UEPCO	UEPKA	14.00	90.00	90.00								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	14.00	90.00	90.00								
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	14.00	90.00	90.00								
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)		UEPCO	UEPRJ	14.00	90.00	90.00								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	14.00	90.00	90.00								

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	14.00	90.00	90.00							
	Wholesale Access Line Platform (Coin) Usage (Flat Rate)		UEPCO	URECU	5.50									
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPCO	LNPCX	0.35									
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is		UEPCO	USAC2		41.50	41.50							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change		UEPCO	USACC		41.50	41.50							
	ADDITIONAL NRCs													
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent		UEPCO	USAS2		0.00	0.00							
	Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL													
	2-WIRE WHOLESALE ACCESS LINE PLATFORM (FX/FCO - RES)													
	Loop Rates													
	2-Wire Voice Grade Loop (SL2) - Zone 1 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Loop (SL2) - Zone 2 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Loop (SL2) - Zone 3 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Line Port Rates (Res)													
	2-Wire voice port - residence		UEPFR	UEPRL	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice port with Caller ID - res		UEPFR	UEPRC	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice port outgoing only - res		UEPFR	UEPRO	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - res		UEPFR	UEPRM	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice res, low usage line port with Caller ID		UEPFR	UEPAP	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice res, low usage line port without Caller ID capability		UEPFR	UEPRT	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID		UEPFR	UEPWE	14.00	220.00	145.00	110.00	25.00					
	INTEROFFICE TRANSPORT													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - 1L5XX													
	FEATURES													
	All Features Offered		UEPFR	UEPVF	0.00	0.00	0.00							
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPFR	LNPCX	0.35									
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is		UEPFR	USAC2		41.50	41.50							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change		UEPFR	USACC		41.50	41.50							
	ADDITIONAL NRCs													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Subsequent Activity		UEPFR	USAS2	0.00	0.00	0.00							
	Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL													
	2-WIRE WHOLESALE ACCESS LINE PLATFORM (FX/FCO - BUS)													
	Loop Rates													
	2-Wire Voice Grade Loop (SL2) - Zone 1 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Loop (SL2) - Zone 2 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Loop (SL2) - Zone 3 - See Interconnection Agreement for Rates - UECF2													
	2-Wire Voice Grade Line Port (Bus)													
	2-Wire voice port without Caller ID - bus		UEPFB	UEPBL	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice port with Caller + E484 ID - bus		UEPFB	UEPBC	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice port outgoing only - bus		UEPFB	UEPBO	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice Grade Kentucky extended local dialing parity port with Caller ID - bus		UEPFB	UEPBM	14.00	220.00	145.00	110.00	25.00					
	2-Wire voice incoming only port with Caller ID - Bus		UEPFB	UEPB1	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Kentucky Business Dialing Plan without Caller ID		UEPFB	UEPWF	14.00	220.00	145.00	110.00	25.00					

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Louisiana Bus Area Calling Port without Caller ID		UEPFB	UEPBA										
	2-Wire voice South Carolina Bus Area Calling Port without Caller ID		UEPFB	UEPBB										
	2-Wire voice incoming only port without Caller ID capability		UEPFB	UEPBE										
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPFB	LNPCX	0.35									
	INTEROFFICE TRANSPORT													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - 1L5XX													
	FEATURES													
	All Features Offered		UEPFB	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is		UEPFB	USAC2		41.50	41.50							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch with change		UEPFB	USACC		41.50	41.50							
	ADDITIONAL NRCs													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Subsequent Activity		UEPFB	USAS2		0.00	0.00							
	Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL													
	2-WIRE WHOLESALE ACCESS LINE PLATFORM (FX/FCO - PBX)													
	Loop Rates													
	2-Wire Voice Grade Loop (SL2) - Zone 1 - See Interconnection Agreement for Rates - UECE2													
	2-Wire Voice Grade Loop (SL2) - Zone 2 - See Interconnection Agreement for Rates - UECE2													
	2-Wire Voice Grade Loop (SL2) - Zone 3 - See Interconnection Agreement for Rates - UECE2													
	2-Wire Voice Grade Line Port Rates (BUS - PBX)													
	Line Side Combination 2-Way PBX Trunk Port - Bus		UEPFP	UEPPC	14.00	285.00	175.00	140.00	25.00					
	Line Side Outward PBX Trunk Port - Bus		UEPFP	UEPPO	14.00	285.00	175.00	140.00	25.00					
	Line Side Incoming PBX Trunk Port - Bus		UEPFP	UEPP1	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX LD Terminal Ports		UEPFP	UEPLD	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice 2-Way Combination PBX Usage Port		UEPFP	UEPXA	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX Toll Terminal Hotel Ports		UEPFP	UEPXB	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX LD DDD Terminals Port		UEPFP	UEPXC	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX LD Terminal Switchboard Port		UEPFP	UEPXD	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port		UEPFP	UEPXE	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD		UEPFP	UEPXF	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX Kentucky LUD Area Calling Port		UEPFP	UEPXG	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice PBX Kentucky Premium Calling Port		UEPFP	UEPXH	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD		UEPFP	UEPXJ	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice OutDial Kentucky NAR Area Calling Port		UEPFP	UEPOK	14.00	285.00	175.00	140.00	25.00					
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPFP	UEPXO										
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPFP	LNPCP	3.15	0.00	0.00							
	INTEROFFICE TRANSPORT													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination - See Interconnection Agreement for Rates - U1TV2													
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile - See Interconnection Agreement for Rates - 1L5XX													
	FEATURES													
	All Features Offered		UEPFP	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is		UEPFP	USAC2		41.50	41.50							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch with change		UEPFP	USACC		41.50	41.50							
	ADDITIONAL NRCs													
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port (PBX) Platform - Subsequent Activity		UEPFP	USAS2	0.00	0.00	0.00							

SERVICES - Kentucky										Attachment: 1		Exhibit: A						
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
												Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)	
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.86	7.86									
Miscellaneous Rate Element, Tag Loop at End User Premise - See Interconnection Agreement for Rates - URETL																		
SUB-LOOPS																		
Sub-Loop Feeder																		
	Sub-Loop Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up		UCL	USBFW				809.62										
	Sub-Loop Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up		UCL	USBFX				19.37	19.37									
	Sub-Loop Feeder DS1 Set-up at DSX location, per DS1 termination		USL	USBFZ				673.65	19.37									
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1 USL	USBFG	61.53			505.45	160.91	46.37	19.39							
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2 USL	USBFG	134.38			505.45	160.91	46.37	19.39							
	Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3 USL	USBFG	305.72			505.45	160.91	46.37	19.39							
	Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 1		1 UCL	USBFH	9.07			368.58	70.83	44.77	18.71							
	Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2 UCL	USBFH	7.11			368.58	70.83	44.77	18.71							
	Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3 UCL	USBFH	5.49			368.58	70.83	44.77	18.71							
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1 UCL	USBFJ	13.15			415.79	78.65	46.37	19.39							
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2 UCL	USBFJ	11.14			415.79	78.65	46.37	19.39							
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3 UCL	USBFJ	8.78			415.79	78.65	46.37	19.39							
WHOLESALE ACCESS LINE PLATFORM - CENTREX																		
1. Recurring Charges for all Standard Centrex and Centrex Control Features are included in the Wholesale Access Line Platform Basic Rate																		
Wholesale Access Line Platform CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																		
Loop Rates (SEE INTERCONNECTION AGREEMENT FOR LOOP RATES)																		
2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1																		
2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1																		
2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1																		
2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2																		
2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2																		
2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2																		
Port Rates																		
All States (Except North Carolina and Sout Carolina)																		
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP91	UEPYA	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP91	UEPYB	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area		UEP91	UEPYH	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area		UEP91	UEPYM	14.00			220.00	145.00	110.00	25.00							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP91	UEPYZ	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP91	UEPY9	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP91	UEPY2	14.00			90.00	45.00	50.00	15.00							
AL, KY, LA, MS, & TN Only																		
	2-Wire Voice Grade Port (Centrex)		UEP91	UEPQA	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP91	UEPQB	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex with Caller ID)1		UEP91	UEPQH	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP91	UEPQM	14.00			220.00	145.00	110.00	25.00							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP91	UEPQZ	14.00			220.00	145.00	110.00	25.00							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP91	UEPQ9	14.00			90.00	45.00	50.00	15.00							
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP91	UEPQ2	14.00			90.00	45.00	50.00	15.00							
Local Switching																		
	Centrex Intercom Funtionality, per port		UEP91	URECS	0.8873													
Local Number Portability																		

SERVICES - Kentucky						Attachment: 1		Exhibit: A									
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
												Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability (1 per port)		UEP91	LNPCc	0.35												
	Features																
	All Standard Features Offered, per port		UEP91	UEPVF	0.00												
	All Select Features Offered, per port		UEP91	UEPVS	0.00	470.00											
	All Centrex Control Features Offered, per port		UEP91	UEPVC	0.00												
	NARS																
	Network Access Register - Combination		UEP91	UARCX	0.00	0.00	0.00	0.00	0.00	0.00							
	Network Access Register - In-dial		UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00	0.00							
	Network Access Register - Out-dial		UEP91	UAROx	0.00	0.00	0.00	0.00	0.00	0.00							
	Miscellaneous Terminations																
	2-Wire Trunk Side (SEE INTERCONNECTION AGREEMENT FOR RATES)																
	Trunk Side Terminations, each CENA6																
	Interoffice Channel Mileage - 2-Wire (SEE INTERCONNECTION AGREEMENT FOR RATES)																
	Interoffice Channel Facilities Termination - Voice Grade -- M1GBC																
	Interoffice Channel mileage, per mile or fraction of mile M1GBM																
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations (SEE INTERCONNECTION AGREEMENT FOR RATES)																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot 1PQWS																
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot 1PQW6																
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot 1PQW7																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center 1PQWP																
	Feature Activation on D-4 Channel Bank Private Line Loop Slot 1PQWV																
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot 1PQWQ																
	Feature Activation on D-4 Channel Bank WATS Loop Slot 1PQWA																
	Non-Recurring Charges (NRC)																
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port		UEP91	USAC2		41.50	41.50										
	Conversion of Existing Centrex Common Block		UEP91	USACN		40.00	20.00										
	New Centrex Standard Common Block		UEP91	M1ACS	0.00	770.00											
	New Centrex Customized Common Block		UEP91	M1ACC	0.00	770.00											
	Secondary Block, per Block		UEP91	M2CC1	0.00	80.00											
	NAR Establishment Charge, Per Occasion		UEP91	URECA	0.00	85.00											
	Additional Non-Recurring Charges (NRC) (SEE INTERCONNECTION AGREEMENT FOR RATES)																
	Miscellaneous Rate Element, Tag Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETL																
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETN																
	Wholesale Access Line Platform CENTREX - 5ESS (Valid in All States)																
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR LOOP RATES)																
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1																
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1																
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1																
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2																
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2																
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2																
	Port Rates																
	All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP95	UEPYA	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP95	UEPYB	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP95	UEPYH	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area		UEP95	UEPYM	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP95	UEPYZ	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP95	UEPY9	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP95	UEPY2	14.00	90.00	45.00	50.00	15.00								
	AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)		UEP95	UEPQA	14.00	90.00	45.00	50.00	15.00								

SERVICES - Kentucky						Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)
						SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP95	UEPQB	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex with Caller ID)1		UEP95	UEPQH	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP95	UEPQM	14.00	220.00	145.00	110.00	25.00		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP95	UEPQZ	14.00	220.00	145.00	110.00	25.00		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP95	UEPQ9	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP95	UEPQ2	14.00	90.00	45.00	50.00	15.00		
	Local Switching										
	Centrex Intercom Functionality, per port		UEP95	URECS	0.8873						
	Local Number Portability										
	Local Number Portability (1 per port)		UEP95	LNPCc	0.35						
	Features										
	All Standard Features Offered, per port		UEP95	UEPVF	0.00						
	All Select Features Offered, per port		UEP95	UEPVS	0.00	470.00					
	All Centrex Control Features Offered, per port		UEP95	UEPVC	0.00						
	NARS										
	Network Access Register - Combination		UEP95	UARCX	0.00	0.00	0.00	0.00	0.00		
	Network Access Register - Indial		UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00		
	Network Access Register - Outdial		UEP95	UAROx	0.00	0.00	0.00	0.00	0.00		
	Miscellaneous Terminations										
	2-Wire Trunk Side (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Trunk Side Terminations, each CEND6										
	4-Wire Digital (1,544 Megabits) (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	DS1 Circuit Terminations, each -- M1HD1										
	DS0 Channels Activated, each -- M1HDO										
	Interoffice Channel Mileage - 2-Wire (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Interoffice Channel Facilities Termination M1GBC										
	Interoffice Channel mileage, per mile or fraction of mile -- M1GBM										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service										
	D4 Channel Bank Feature Activations (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot 1PQWS										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot 1PQW6										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot 1PQW7										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center 1PQWP										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot 1PQWV										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot 1PQWQ										
	Feature Activation on D-4 Channel Bank WATS Loop Slot 1PQWA										
	Non-Recurring Charges (NRC)										
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port		UEP95	USAC2		41.50	41.50				
	Conversion of Existing Centrex Common Block, each		UEP95	USACN		40.00	20.00				
	New Centrex Standard Common Block		UEP95	M1ACS	0.00	770.00					
	New Centrex Customized Common Block		UEP95	M1ACC	0.00	770.00					
	NAR Establishment Charge, Per Occasion		UEP95	URECA	0.00	85.00					
	Additional Non-Recurring Charges (NRC) (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Miscellaneous Rate Element, Tag Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETL										
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETN										
	Wholesale Access Line Platform CENTREx - DMS100 (Valid in All States)										
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR LOOP RATES)										
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1										
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2										
	Port Rates										
	ALL STATES										

SERVICES - Kentucky														Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates (\$)	
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP9D	UEPYA	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP9D	UEPYB	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area		UEP9D	UEPYC	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area		UEP9D	UEPYD	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area		UEP9D	UEPYE	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area		UEP9D	UEPYF	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area		UEP9D	UEPYG	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area		UEP9D	UEPYT	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area		UEP9D	UEPYU	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area		UEP9D	UEPYV	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area		UEP9D	UEPY3	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP9D	UEPYH	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area		UEP9D	UEPYW	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area		UEP9D	UEPYJ	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area		UEP9D	UEPYM	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area		UEP9D	UEPYO	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area		UEP9D	UEPYP	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area		UEP9D	UEPYQ	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area		UEP9D	UEPYR	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area		UEP9D	UEPYS	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area		UEP9D	UEPY4	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area		UEP9D	UEPY5	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area		UEP9D	UEPY6	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area		UEP9D	UEPY7	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP9D	UEPYZ	14.00	220.00	145.00	110.00	25.00								
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area		UEP9D	UEPY9	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area		UEP9D	UEPY2	14.00	90.00	45.00	50.00	15.00								
	AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)		UEP9D	UEPQA	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP9D	UEPQB	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3		UEP9D	UEPQC	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3		UEP9D	UEPQD	14.00	90.00	45.00	50.00	15.00								
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3		UEP9D	UEPQE	14.00	90.00	45.00	50.00	15.00								

SERVICES - Kentucky						Attachment: 1		Exhibit: A							
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3		UEP9D	UEPQF	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3		UEP9D	UEPQG	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3		UEP9D	UEPQT	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3		UEP9D	UEPQU	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3		UEP9D	UEPQV	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3		UEP9D	UEPQ3	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex with Caller ID)		UEP9D	UEPQH	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3		UEP9D	UEPQW	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3		UEP9D	UEPQJ	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2		UEP9D	UEPQM	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3		UEP9D	UEPQO	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3		UEP9D	UEPQP	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3		UEP9D	UEPQQ	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3		UEP9D	UEPQR	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3		UEP9D	UEPQS	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3		UEP9D	UEPQ4	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3		UEP9D	UEPQ5	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3		UEP9D	UEPQ6	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3		UEP9D	UEPQ7	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP9D	UEPQZ	14.00	220.00	145.00	110.00	25.00						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP9D	UEPQ9	14.00	90.00	45.00	50.00	15.00						
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP9D	UEPQ2	14.00	90.00	45.00	50.00	15.00						
	Local Switching														
	Centrex Intercom Functionality, per port		UEP9D	URECS	0.8873										
	Local Number Portability														
	Local Number Portability (1 per port)		UEP9D	LNPC	0.35										
	Features														
	All Standard Features Offered, per port		UEP9D	UEPVF	0.00										
	All Select Features Offered, per port		UEP9D	UEPVS	0.00	470.00									
	All Centrex Control Features Offered, per port		UEP9D	UEPVC	0.00										
	NARS														
	Network Access Register - Combination		UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Network Access Register - Indial		UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Network Access Register - Outdial		UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations														
	2-Wire Trunk Side (SEE INTERCONNECTION AGREEMENT FOR RATES)														
	Trunk Side Terminations, each CEND6														
	4-Wire Digital (1,544 Megabits) (SEE INTERCONNECTION AGREEMENT FOR RATES)														
	DS1 Circuit Terminations, each -- M1HD1														
	DS0 Channels Activated, each -- M1HDO														
	Interoffice Channel Mileage - 2-Wire (SEE INTERCONNECTION AGREEMENT FOR RATES)														
	Interoffice Channel Facilities Termination M1GBC														
	Interoffice Channel mileage, per mile or fraction of mile -- M1GBM														
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations (SEE INTERCONNECTION AGREEMENT FOR RATES)														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot 1PQWS														
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot 1PQW6														
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot 1PQW7														

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center 1PQWP													
	Feature Activation on D-4 Channel Bank Private Line Loop Slot 1PQWV													
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot 1PQWQ													
	Feature Activation on D-4 Channel Bank WATS Loop Slot 1PQWA													
	Non-Recurring Charges (NRC)													
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port		UEP9D	USAC2		41.50	41.50							
	Conversion of existing Centrex Common Block, each		UEP9D	USACN		40.00	20.00							
	New Centrex Standard Common Block		UEP9D	M1ACS	0.00	770.00								
	New Centrex Customized Common Block		UEP9D	M1ACC	0.00	770.00								
	NAR Establishment Charge, Per Occasion		UEP9D	URECA	0.00	85.00								
	Additional Non-Recurring Charges (NRC) (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Miscellaneous Rate Element, Tag Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETL													
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETN													
	Wholesale Access Line Platform CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)													
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR LOOP RATES)													
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1													
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1													
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1													
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2													
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2													
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2													
	Port Rates													
	AL, FL, KY, LA, MS, & TN only													
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP9E	UEPYA	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP9E	UEPYB	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area		UEP9E	UEPYH	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area		UEP9E	UEPYM	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP9E	UEPYZ	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP9E	UEPY9	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP9E	UEPY2	14.00	90.00	45.00	50.00	15.00					
	AL, KY, LA, MS, & TN Only													
	2-Wire Voice Grade Port (Centrex)		UEP9E	UEPQA	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP9E	UEPQB	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex with Caller ID)1		UEP9E	UEPQH	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP9E	UEPQM	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP9E	UEPQZ	14.00	220.00	145.00	110.00	25.00					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP9E	UEPQ9	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP9E	UEPQ2	14.00	90.00	45.00	50.00	15.00					
	Local Switching													
	Centrex Intercom Funtionality, per port		UEP9E	URECS	0.8873									
	Local Number Portability													
	Local Number Portability (1 per port)		UEP9E	LNPC	0.35									
	Features													
	All Standard Features Offered, per port		UEP9E	UEPVF	0.00									
	All Select Features Offered, per port		UEP9E	UEPVS	0.00	470.00								
	All Centrex Control Features Offered, per port		UEP9E	UEPVC	0.00									
	NARS													
	Network Access Register - Combination		UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Indial		UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00					

SERVICES - Kentucky						Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)
						SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Network Access Register - Outdial		UEP9E	UAROx	0.00	0.00	0.00	0.00	0.00		
	Miscellaneous Terminations										
	2-Wire Trunk Side (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Trunk Side Terminations, each CEND6										
	4-Wire Digital (1.544 Megabits) (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	DS1 Circuit Terminations, each -- M1HD1										
	DS0 Channels Activated, each -- M1HDO										
	Interoffice Channel Mileage - 2-Wire (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Interoffice Channel Facilities Termination M1GBC										
	Interoffice Channel mileage, per mile or fraction of mile -- M1GBM										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service										
	D4 Channel Bank Feature Activations (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot 1PQWS										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot 1PQW6										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot 1PQW7										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center 1PQWP										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot 1PQWV										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot 1PQWQ										
	Feature Activation on D-4 Channel Bank WATS Loop Slot 1PQWA										
	Non-Recurring Charges (NRC)										
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port		UEP9E	USAC2		41.50	41.50				
	Conversion of Existing Centrex Common Block, each		UEP9E	USACN		40.00	40.00				
	New Centrex Standard Common Block		UEP9E	M1ACS	0.00	770.00					
	New Centrex Customized Common Block		UEP9E	M1ACC	0.00	770.00					
	NAR Establishment Charge, Per Occasion		UEP9E	URECA	0.00	85.00					
	Additional Non-Recurring Charges (NRC) (SEE INTERCONNECTION AGREEMENT FOR RATES)										
	Miscellaneous Rate Element, Tag Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETL										
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETN										
	Wholesale Access Line Platform CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)										
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR LOOP RATES)										
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1										
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1										
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2										
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2										
	Port Rates										
	AL, KY, LA, MS, & TN only										
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP93	UEPYA	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP93	UEPYB	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area		UEP93	UEPYH	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area		UEP93	UEPYM	14.00	220.00	145.00	110.00	25.00		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP93	UEPYZ	14.00	220.00	145.00	110.00	25.00		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP93	UEPY9	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP93	UEPY2	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex)		UEP93	UEPQA	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP93	UEPQB	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex with Caller ID)1		UEP93	UEPQH	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP93	UEPQM	14.00	90.00	45.00	50.00	15.00		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term		UEP93	UEPQZ	14.00	220.00	145.00	110.00	25.00		

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP93	UEPQ9	14.00	90.00	45.00	50.00	15.00					
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP93	UEPQ2	14.00	90.00	45.00	50.00	15.00					
	Local Switching													
	Centrex Intercom Funtionality, per port		UEP93	URECS	0.8873									
	Local Number Portability													
	Local Number Portability (1 per port)		UEP93	LNPCc	0.35									
	Features													
	All Standard Features Offered, per port		UEP93	UEPVF	0.00									
	All Centrex Control Features Offered, per port		UEP93	UEPVC	0.00									
	NARS													
	Network Access Register - Combination		UEP93	UARCX	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Indial		UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Outdial		UEP93	UAROx	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations													
	2-Wire Trunk Side (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Trunk Side Terminations, each CEND6													
	4-Wire Digital (1.544 Megabits) (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	DS1 Circuit Terminations, each -- M1HD1													
	DS0 Channels Activated, each -- M1HDO													
	Interoffice Channel Mileage - 2-Wire (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Interoffice Channel Facilities Termination M1GBC													
	Interoffice Channel mileage, per mile or fraction of mile -- M1GBM													
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service													
	D4 Channel Bank Feature Activations (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Feature Activation on D-4 Channel Bank Centrex Loop Slot 1PQWS													
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot 1PQW6													
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot 1PQW7													
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center 1PQWP													
	Feature Activation on D-4 Channel Bank Private Line Loop Slot 1PQWV													
	Feature Activation on D-4 Channel Bank Tije Line/Trunk Loop Slot 1PQWQ													
	Feature Activation on D-4 Channel Bank WATS Loop Slot 1PQWA													
	Non-Recurring Charges (NRC)													
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port		UEP93	USAC2		41.50	41.50							
	Conversion of Existing Centrex Common Block, each		UEP93	USACN		40.00	20.00							
	New Centrex Standard Common Block		UEP93	M1ACS	0.00	770.00								
	New Centrex Customized Common Block		UEP93	M1ACC	0.00	770.00								
	NAR Establishment Charge, Per Occasion		UEP93	URECA	0.00	85.00								
	Additional Non-Recurring Charges (NRC) (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Miscellaneous Rate Element, Tag Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETL													
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise (SEE INTERCONNECTION AGREEMENT FOR RATES) URETN													
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD													
	Note 2 - Requires Interoffice Channel Mileage													
	Note 3 - Requires Specific Customer Premises Equipment													
	WHOLESALE LOCAL LOCAL CIRCUIT SWITCHING													
	EXCHANGE PORT RATES													
	Exchange Ports - 2-Wire DID Port		UEPEX	UEPP2	50.00	350.00	65.00	124.00	15.00					
	Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E:4/2/2004)		UEPDD	UEPDD	450.00	470.00	225.00	175.00	10.00					
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)		UEPTX, UEPSX	U1PMA	50.00	200.00	130.00	120.00	40.00					
	All Features Offered		UEPTX, UEPSX	UEPVF	0.00	0.00	0.00							
	Wholesale Exchange Ports - 2-Wire ISDN Port -- Channel Profiles		UEPTX, UEPSX	U1UMA	0.00	0.00	0.00							
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.													
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.													
	EXCHANGE PORT RATES (continued)													
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/2/2004)		UEPEX	UEPEX	500.00	1,000.00	900.00	500.00	200.00					

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/2/2004)		UEPEX	UEPEX	500.00	1,000.00	900.00	500.00	200.00					
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/2/2004)		UEPDX	UEPDX	500.00	1,000.00	900.00	500.00	200.00					
	Physical Collocation - DS1 Cross-Connects (See Interconnection Agreement for Rates)													
	Virtual collocation - Special Access cross-connect per DS1 (See Interconnection Agreement for Rates)													
	Detailed E911 with Locator Capability (required with UEPEX port)													
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State		UEPEX	UEP1A	0.00	1,811.00		156.69						
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions		UEPEX	UEP1B	0.00	175.82								
	New or Additional PRI Telephone Numbers													
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]		UEPEX	UEP1C	0.07	0.54								
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]		UEPEX	UEP1D	0.07	12.71	12.71							
	Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]		UEPDX	UEP1E	0.00	0.54								
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]		UEPEX	PR7ZT	0.00	25.41	25.41							
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPEX	UEPDX	LNPCN	1.75								
	INTERFACE (Provisioning Only)													
	Voice/Data		UEPEX	PR71V	0.00	0.00	0.00							
	Digital Data		UEPEX	PR71D	0.00	0.00	0.00							
	Inward Data		UEPDX	PR71E	0.00	0.00	0.00							
	New or Additional Channel													
	New or Additional - Voice/Data "B" Channel		UEPEX	PR7BV	0.00	15.48								
	New or Additional - Digital Data "B" Channel		UEPEX	PR7BF	0.00	15.48								
	New or Additional Inward Data "B" Channel		UEPDX	PR7BD	0.00	15.48								
	New or Additional Usage Sensitive Voice Data "B" Channel		UEPEX	PR7BS	0.00	15.48								
	New or Additional Usage Sensitive Digital Data "B" Channel		UEPEX	PR7BU	0.00	15.48								
	New or Additional PRI "D" Channel		UEPEX	PR7EX	0.00	15.48								
	CALL TYPES													
	Inward		UEPEX	UEPDX	PR7C1	0.00	0.00	0.00						
	Outward		UEPEX	PR7CO	0.00	0.00	0.00							
	Two-way		UEPEX	PR7CC	0.00	0.00	0.00							
	WHOLESALE LOCAL CIRCUIT SWITCHING PORT WITH REMOTE CALL FORWARDING CAPABILITY													
	REMOTE CALL FORWARDING SERVICE - RESIDENCE													
	Remote Call Forwarding Service, Area Calling, Res		UEPVR	UERAC	14.00	90.00	90.00							
	Remote Call Forwarding Service, Local Calling - Res		UEPVR	UERLC	14.00	90.00	90.00							
	Remote Call Forwarding Service, InterLATA - Res		UEPVR	UERTE	14.00	90.00	90.00							
	Remote Call Forwarding Service, IntraLATA - Res		UEPVR	UERTR	14.00	90.00	90.00							
	Non-Recurring													
	Remote Call Forwarding Service - Conversion - Switch-as-is		UEPVR	USAC2		41.50	41.50							
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)		UEPVR	USACC		41.50	41.50							
	REMOTE CALL FORWARDING - Bus													
	Remote Call Forwarding Service, Area Calling - Bus		UEPVB	UERAC	14.00	90.00	90.00							
	Remote Call Forwarding Service, Local Calling - Bus		UEPVB	UERLC	14.00	90.00	90.00							
	Remote Call Forwarding Service, InterLATA - Bus		UEPVB	UERTE	14.00	90.00	90.00	5.00						
	Remote Call Forwarding Service, IntraLATA - Bus		UEPVB	UERTR	14.00	90.00	90.00							
	Remote Call Forwarding Service Expanded and Exception Local Calling		UEPVB	UERVJ	14.00	70.00	65.00							
	Non-Recurring													
	Remote Call Forwarding Service - Conversion - Switch-as-is		UEPVB	USAC2		41.50	41.50							
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)		UEPVB	USACC		41.50	41.50							

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
WHOLESALE ACCESS LINE PLATFORM														
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT													
	Access Line Platform Rates													
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 1 - UECD1													
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 2 UECD1													
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 3 UECD1													
	Port Rate													
	Exchange Ports - 2-Wire DID Port		UEPPX	UEPD1	50.00	550.00	200.00	230.00	30.00					
	NONRECURRING CHARGES - Existing Platform													
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Existing Platform - Switch-As-Is													
			UEPPX	USAC1		41.50	41.50							
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes													
			UEPPX	USA1C		41.50	41.50							
	ADDITIONAL NRCs (See Interconnection Agreement for Rates)													
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise URETN													
	Telephone Number/Trunk Group Establishment Charges													
	DID Trunk Termination (One Per Port)													
			UEPPX	NDT	0.00									
	Additional DID Numbers for each Group of 20 DID Numbers													
			UEPPX	ND4	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number													
			UEPPX	ND5	0.00									
	Reserve Non-Consecutive DID numbers													
			UEPPX	ND6	0.00									
	Reserve DID Numbers													
			UEPPX	NDV	0.00									
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)													
			UEPPX	LNPCP	3.15									
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT													
	Access Line Platform Rates													
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	2-Wire ISDN Digital Grade Loop - Zone 1 --USL2X													
	2-Wire ISDN Digital Grade Loop - Zone 2 --USL2X													
	2-Wire ISDN Digital Grade Loop - Zone 3 --USL2X													
	Port Rates													
	Exchange Port - 2-Wire ISDN Line Side Port		UEPPR	UEPPR	50.00	425.00	285.00	220.00	50.00					
	Exchange Port - 2-Wire ISDN Line Side Port		UEPPB	UEPPB	50.00	425.00	285.00	220.00	50.00					
	NONRECURRING CHARGES - Existing Platform													
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion -													
			UEPPB	UEPPR	USACB	90.00	65.00							
	ADDITIONAL NRCs													
	Miscellaneous Rate Element, Tag Loop at End User Premise (See Interconnection Agreement for Rates) URETL													
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise (See Interconnection Agreement for Rates) URETN													
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)													
			UEPPB	UEPPR	LNPCX	0.35								
	B-CHANNEL USER PROFILE ACCESS:													
	CVS/CSD (DMS/5ESS)													
			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00	0.00	0.00				
	CVS (EWSD)													
			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00	0.00	0.00				
	CSD													
			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00	0.00	0.00				
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)													
	CVS/CSD (DMS/5ESS)													
			UEPPB	UEPPR	U1UCD	0.00								
	CVS (EWSD)													
			UEPPB	UEPPR	U1UCE	0.00								
	CSD													
			UEPPB	UEPPR	U1UCF	0.00								
	USER TERMINAL PROFILE													
	User Terminal Profile (EWSD only)													
			UEPPB	UEPPR	U1UMA	0.00								
	VERTICAL FEATURES													
	All Vertical Features - One per Channel B User Profile													
			UEPPB	UEPPR	UEPVF	0.00								
	INTEROFFICE CHANNEL MILEAGE (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Interoffice Channel mileage each, including first mile and facilities termination --- M1GNC													
	Interoffice Channel mileage each, additional mile ---M1GNM													
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT													
	Access Line Platform Rates													
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR RATES)													

SERVICES - Kentucky										Attachment: 1		Exhibit: A		
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop - Zone 1 USL4P													
	4-Wire DS1 Digital Loop - Zone 2 USL4P													
	4-Wire DS1 Digital Loop - Zone 3 USL4P													
	Port Rate													
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/2/2004)		UEPPP	UEPPP	500.00	1,200.00	1,000.00	275.00	50.00					
	NONRECURRING CHARGES - Existing Platform													
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port - Conversion -Switch-As-ls		UEPPP	USACP		500.00	500.00							
	ADDITIONAL NRCs													
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way Telephone Numbers (except NC)		UEPPP	PR7TF		0.54								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)		UEPPP	PR7TO		12.71	12.71							
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers		UEPPP	PR7ZT		25.41	25.41							
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPPP	LNPCN		1.75								
	INTERFACE (Provsioning Only)													
	Voice/Data		UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data		UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data		UEPPP	PR71E	0.00	0.00	0.00							
	New or Additional "B" Channel													
	New or Additional - Voice/Data B Channel		UEPPP	PR7BV	0.00	15.48								
	New or Additional - Digital Data B Channel		UEPPP	PR7BF	0.00	15.48								
	New or Additional Inward Data B Channel		UEPPP	PR7BD	0.00	15.48								
	New or Additional Useage Sensitive Voice Data B Channel		UEPPP	PR7BS	0.00									
	New or Additional Useage Sensiitve Digital Data B Channel		UEPPP	PR7BU	0.00									
	CALL TYPES													
	Inward		UEPPP	PR7C1	0.00	0.00	0.00							
	Outward		UEPPP	PR7CO	0.00	0.00	0.00							
	Two-way		UEPPP	PR7CC	0.00	0.00	0.00							
	Interoffice Channel Mileage (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Fixed Each Including First Mile --- 1LN1A													
	Each Airline-Fractional Additional Mile -- 1LN1B													
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT													
	Access Line Platform Rates													
	Loop Rates (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	4-Wire DS1 Digital Loop - Zone 1 -- USLDC (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	4-Wire DS1 Digital Loop - Zone 2 USLDC (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	4-Wire DS1 Digital Loop - Zone 3 -- USLDC (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	Port Rate													
	4-Wire DDITS Digital Trunk Port (E:4/2/2004)		UEPDC	UDD1T	450.00	1,100.00	900.00	260.00	30.00					
	NONRECURRING CHARGES - Existing Platform													
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Switch-As-ls		UEPDC	USAC4		500.00	500.00							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with DS1 Changes		UEPDC	USAWA		500.00	500.00							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with Change		UEPDC	USAWB		500.00	500.00							
	ADDITIONAL NRCs (SEE INTERCONNECTION AGREEMENT FOR RATES)													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk UDTTA													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk UDTTB													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqst Channel Activation/Chan Inward Trunk w/out DID UDTTC													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqst Chan Activation Per Chan - Inward Trunk with DID UDTTD													
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqst Chan Activation / Chan - 2-Way DID w User Trans UDTTE													
	BIPOLAR 8 ZERO SUBSTITUTION													
	B8ZS -Superframe Format		UEPDC	CCOSF		0.001	730.00S							
	B8ZS - Extended Superframe Format		UEPDC	CCOEF		0.001	730.00S							
	Alternate Mark Inversion													

SERVICES - Kentucky										Attachment: 1		Exhibit: A	
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)	
												Rec	Nonrecurring First
	AMI - Superframe Format		UEPDC	MCOSF	0.00	0.00							
	AMI - Extended SuperFrame Format		UEPDC	MCOPO	0.00	0.00							
	Telephone Number/Trunk Group Establishment Charges												
	Telephone Number for 2-Way Trunk Group		UEPDC	UDTGX	0.00	0.00	0.00						
	Telephone Number for 1-Way Outward Trunk Group		UEPDC	UDTGY	0.00	0.00	0.00						
	Telephone Number for 1-Way Inward Trunk Group Without DID		UEPDC	UDTGZ	0.00	0.00	0.00						
	DID Numbers for each Group of 20 DID Numbers		UEPDC	ND4	0.00	0.00	0.00						
	DID Numbers, Non- consecutive DID Numbers , Per Number		UEPDC	ND5	0.00	0.00	0.00						
	Reserve Non-Consecutive DID Nos.		UEPDC	ND6	0.00	0.00	0.00						
	Reserve DID Numbers		UEPDC	NDV	0.00	0.00	0.00						
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination) --1LNO1												
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles --1LNOA												
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination) --1LNO2												
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles --1LNOB												
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination) --1LNO3												
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles --1LNOC												
	Additional Rates												
	Local Number Portability ,per DS0 Activated		UEPDC	LNPCP	3.15	0.00	0.00						
	Central Office Terminating Point		UEPDC	CTG	0.00								
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT												
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations												
	A system can have various rate combinations based on type and number of ports used												
	DS1 Loop (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	4-Wire DS1 Loop - Zone 1 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	4-Wire DS1 Loop - Zone 2 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	4-Wire DS1 Loop - Zone 3 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	DS0 Channelization Capacities (D4 Channel Bank Configurations)												
	24 DS0 Channel Capacity - 1 per DS1 --VUM24 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	48 DS0 Channel Capacity - 1 per 2 DS1s -- VUM48 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	96 DS0 Channel Capacity -1per 4 DS1s -- VUM96 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	144 DS0 Channel Capacity - 1 per 6 DS1s -- VUM14 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	192 DS0 Channel Capacity -1 per 8 DS1s -- VUM19 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	240 DS0 Channel Capacity - 1 per 10 DS1s -- VUM20 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	288 DS0 Channel Capacity - 1 per 12 DS1s --VUM28 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	384 DS0 Channel Capacity - 1 per 16 DS1s -- VUM38 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	480 DS0 Channel Capacity - 1 per 20 DS1s-- VUM40 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	576 DS0 Channel Capacity -1 per 24 DS1s --VUM57 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	672 DS0 Channel Capacity - 1 per 28 DS1s --VUM67 (SEE INTERCONNECTION AGREEMENT FOR RATES)												
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System												
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.												
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.												
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes		UEPMG	USAC4	0.00	350.00	20.00						
	System Additions Where Platform Currently Exists and New Installations												
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -		UEPMG	VUMD4	0.00	850.00	485.00	155.00	20.00				
	Bipolar 8 Zero Substitution												
	Clear Channel Capability Format, superframe - Subsequent Activity Only		UEPMG	CCOSF	0.00	0.00I	730.00S						
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only		UEPMG	CCOEF	0.00	0.00I	730.00S						
	Alternate Mark Inversion (AMI)												
	Superframe Format		UEPMG	MCOSF	0.00	0.00	0.00						
	Extended Superframe Format		UEPMG	MCOPO	0.00	0.00	0.00						
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port												

SERVICES - Kentucky										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business (E:4/2/2004)		UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/2/2004)		UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/2/2004)		UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Channelized DID Trunk Port (E:4/2/2004)		UEPPX	UEPDM	50.00	0.00	0.00	0.00	0.00						
	Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN) (E:4/2/2004)		UEPPX	UEPCY	14.00	0.00	0.00	0.00	0.00						
	Exchange Ports, 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN) (E:4/2/2004)		UEPPX	UEPCT	14.00	0.00	0.00	0.00	0.00						
	Exchange Ports, 2-Wire Channelized - Outdial - Kentucky Only - Calling Plan (E:4/2/2004)		UEPPX	UEPCV	14.00	0.00	0.00	0.00	0.00						
	Exchange Ports, 2-Wire Channelized - Two Way - Kentucky Only - Calling Plan (E:4/2/2004)		UEPPX	UEPCW	14.00	0.00	0.00	0.00	0.00						
Feature Activations - Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank		UEPPX	1PQWM	0.64	40.00	40.00								
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank		UEPPX	1PQWU	0.64	110.00	110.00								
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)		UEPPX	NDT	0.00										
	DID Numbers - groups of 20 - Valid all States		UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number		UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability															
	Local Number Portability - 1 per port		UEPPX	LNPCP	3.15										
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available		UEPPX	UEPVF	0.00	0.00	0.00								
HIGH FREQUENCY SPECTRUM															
REMOTE SITE LINE SHARING															
SPLITTERS-REMOTE SITE															
	Remote Site Line Share BellSouth Owned Splitter, 24 Port		ULS	ULSRB	37.00	1,135.55	37.75								
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation		ULS	ULSTG		228.14	0.00								
	Line Sharing at the Remote Terminal - BST to DLEC Connection per 8-Lines (16-pairs) (DLEC-Owned Splitter)		ULS	ULSCX	5.04	849.26	9.44								
END USER ORDERING-REMOTE SITE LINE SHARING															
	Line Share Service, per line Activation, End User served at Remote Site, BST splitter		ULS	ULSRT	4.50	83.75	38.27								
	Line Share Service, per line Activation, End User served at Remote Site, CLEC splitter		ULS	ULSTT	4.50	83.75	38.27								
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter		ULS	ULSRS		72.35	28.70								
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter		ULS	ULSTS		72.35	28.70								
WHOLESALE SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch					228.75	228.75	38.11	38.11						

Attachment 2
**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

1.1 The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at BellSouth's Interconnection website and are incorporated herein by reference.

1.2 BellSouth shall provision Services during its regular working hours. To the extent [REDACTED] requests provisioning of Service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of [REDACTED] BellSouth will not assess [REDACTED] additional charges beyond the rates and charges specified in this Agreement. To the extent [REDACTED] requests project management for provisioning of Services under this Agreement, additional charges may apply.

1.3 [REDACTED] shall conduct pre-ordering functions and order the Services described in this Agreement in the same manner, and using the same Operations Support Systems (OSS), as [REDACTED] uses for pre-ordering and ordering as set forth in the Parties' Interconnection Agreement.

1.4 The [REDACTED] agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. [REDACTED] will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit [REDACTED] access to customer record information. If a BellSouth audit of [REDACTED] access to customer record information reveals that [REDACTED] accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to [REDACTED] may take corrective action, including but not limited to suspending or terminating [REDACTED] [REDACTED] electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

1.5 Maintenance and Repair. [REDACTED] may report and monitor service troubles and obtain repair services from BellSouth for the Services described in this Agreement in the same manner as provided in the Parties' Interconnection Agreement.

1.6 Rates. Charges for use of OSS shall be as set forth pursuant to the Parties' Interconnection Agreement.

2. MISCELLANEOUS

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

2.2 Single Point of Contact. [REDACTED] will be the single point of contact with BellSouth for ordering activity pursuant to this Agreement, except that BellSouth may accept a request directly from another CLEC, or from BellSouth, acting with authorization of the affected End User, to disconnect the Services provided hereunder in order to permit the End User to change service providers. [REDACTED] shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network components or elements being used by [REDACTED] to provide service to that End User and may reuse such network components, elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify [REDACTED] that such a request has been processed but will not be required to notify [REDACTED] in advance of such processing.

2.3 Neither BellSouth nor [REDACTED] shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

2.4 Use of Facilities. When a customer of [REDACTED] elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to [REDACTED] by BellSouth. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new or additional service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility. BellSouth will

notify [REDACTED] that such a request has been processed after the disconnect order has been completed.

- 2.5 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of Services.
- 2.6 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. End User Preferred Interexchange Carrier (PIC) and End User Local Preferred Interexchange Carrier (LPIC) changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 2.7 PIC, LPIC Charges. When [REDACTED]'s End User, served utilizing Wholesale Local Circuit Switching, changes its PIC or LPIC, and per BellSouth's FCC or state tariff and the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to [REDACTED] which has the billing relationship with that End User, and [REDACTED] may pass such charge to the End User.
- 2.8 Cancellation Charges. [REDACTED] cancels a request for Services ordered pursuant to this Agreement, any costs incurred by BellSouth in conjunction with the provisioning of Services pursuant to this Agreement will be recovered in accordance with the cancellation methodology set forth in BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.9 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by [REDACTED] Service Date Advancement charges will apply for intervals less than the due date provided by BellSouth.
- 2.10 Order Modification Charge. [REDACTED] modifies an order through submission of a supplemental order after being sent a Firm Order Confirmation (FOC) from BellSouth, [REDACTED] shall pay the Order Modification Charge (OMC) or Order Modification Additional Dispatch (OMCAD) set forth in BellSouth's FCC No. 1 Tariff, Section 5 or the BellSouth's State E Tariffs, section 5 as applicable.

Attachment 3

Billing

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BILLING

1 PAYMENT AND BILLING ARRANGEMENTS

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS). BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
- 1.1.1 BellSouth will render bills each month on established bill days for each of [REDACTED] accounts. If [REDACTED] requests multiple billing media or additional copies of the bills, BellSouth will provide these at the applicable tariff rate.
- 1.1.2 BellSouth will bill [REDACTED] in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.3 Charges for Services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill [REDACTED] and [REDACTED] will be responsible for and remit to BellSouth, all charges applicable to said Services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.4 BellSouth will not perform billing and collection services for [REDACTED] as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, [REDACTED] will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for the Services described in this Agreement. Such documentation shall include an Application for the establishment of Accounts, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, [REDACTED] may not order Services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from [REDACTED].

- 1.3 Company Codes. If [REDACTED] needs to change its company codes, OCN(s), ACNAs, and other identifying codes ("Company Codes") under which it operates when [REDACTED] has already been conducting business utilizing those Company Codes, [REDACTED] shall pay all charges as a result of such conversions to the new Company Codes. Company Code conversion charges include, but are not limited to, all time required to make system updates to all of [REDACTED] End User customer records and will be handled in a separately negotiated agreement.
- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of [REDACTED]. [REDACTED] shall make payment to BellSouth for all Services billed. Payments made by [REDACTED] to BellSouth as payment on account will be credited to [REDACTED] accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between [REDACTED] and [REDACTED] End User.
- 1.5 Payment Due. Payment for Services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.6 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.8, below, shall apply.
- 1.7 Tax Exemption. It is the responsibility of [REDACTED] to provide BellSouth with a tax exemption certificate. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to [REDACTED] will not include those taxes or fees from which [REDACTED] is exempt. [REDACTED] will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the Services provided to the End User of [REDACTED].
- 1.8 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received or made immediately available to BellSouth by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, [REDACTED] may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

- 1.9 Discontinuing Service to [REDACTED] The procedures for discontinuing Service to [REDACTED] are as follows:
- 1.9.1 BellSouth reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by [REDACTED] of the rules and regulations of BellSouth's tariffs.
- 1.9.2 BellSouth reserves the right to suspend or terminate Service for nonpayment. If payment of amounts not subject to a Billing Dispute, as described in Section 2, is not received in immediately available funds by the bill date in the month after the original bill date, BellSouth will provide written notice to [REDACTED] that additional applications for Service may be refused, that any pending orders for Service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by wire transfer or cashier's check by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by [REDACTED] to receive notices of noncompliance that BellSouth may discontinue the provision of existing Services to [REDACTED] if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by wire transfer or cashier's check by the thirtieth (30) day following the date of the initial notice.
- 1.9.3 In the case of discontinuance of Services, all billed charges, as well as applicable termination charges, shall become due.
- 1.9.4 Discontinuance of service on [REDACTED] account will effect a discontinuance of service to [REDACTED] End Users. BellSouth will reestablish service for [REDACTED] upon payment by wire transfer or cashier's check of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. [REDACTED] is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after [REDACTED] service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, [REDACTED] service will be disconnected.
- 1.10 Deposit Policy [REDACTED] shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by [REDACTED]. Any such security deposit shall in no way release [REDACTED] from its obligation to make complete and timely payments of its bill. [REDACTED] shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial

Code (UCC-1) security interest in [REDACTED] "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two (2) months' estimated billing. In the event [REDACTED] fails to remit to BellSouth any deposit requested pursuant to this Section, service to [REDACTED] may be terminated in accordance with the terms of Section 1.9 and any security deposits will be applied to [REDACTED] account(s). In the event [REDACTED] defaults on its account, service to [REDACTED] will be terminated in accordance with the terms of Section 1.9 above, and any security deposits will be applied to [REDACTED] account.

- 1.11 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of Services for nonpayment of charges, and rejection of additional orders from [REDACTED] shall be forwarded to the individual and/or address provided by [REDACTED] in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by [REDACTED] as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from [REDACTED] to BellSouth's billing organization, the notice of discontinuance of Services purchased by [REDACTED] under this Agreement provided for in Section 1.9.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.
- 1.12 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) as set out in the Parties Interconnection Agreement.

2 BILLING DISPUTES

- 2.1 [REDACTED] shall report all billing disputes to BellSouth using the form specified by BellSouth and shall be submitted to BellSouth electronically. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then [REDACTED] may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by [REDACTED] and submitted via the applicable form as specified in Section 2.1, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by [REDACTED] until the dispute is resolved. Claims by [REDACTED] or damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of BellSouth, [REDACTED] will make immediate payment of

any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal treatment procedures. Any credits due to [REDACTED], pursuant to the billing dispute, will be applied to [REDACTED] account by BellSouth immediately upon resolution of the dispute.

- 2.3 If [REDACTED] disputes a charge and does not pay such charges in immediately available funds by the payment due date, or if a payment or any portion of a payment is received by BellSouth after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to BellSouth, then a late payment charge and interest, where applicable, shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth by the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. BellSouth shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.