

AT&T Wholesale Agreement

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
Z-Tel Communications, Inc.
(Georgia)

AGREEMENT

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

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

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

WHEREAS, Z-Tel has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. ("MCI WorldCom") dated November 12, 2001 for the state(s) of Georgia.

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

1. Z-Tel and BellSouth shall adopt in its entirety, except for those modifications identified in Paragraphs 2-5 following, the MCI WorldCom Interconnection Agreement dated November 12, 2001. The MCI WorldCom Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1 – Title Page	1
Exhibit 1 – MCI WorldCom Communications, Inc. Interconnection Agreement for GA	712
Exhibit 1 - Amendment dated 7-31-02	35
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TOTAL	787

2. The Parties agree to delete Section 1.4 of Attachment 2, Local Resale, and replace with new Section 1.4 as follows:

1.4 Notwithstanding the foregoing, BellSouth may provide Z-Tel notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

3. The Parties hereby agree to delete Section 9.4.7 – 9.4.7.9 of Attachment 4, and replace with new Sections 9.4.7, 9.4.7.1 and 9.4.7.4 as follows:

9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Z-Tel agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Z-Tel that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Z-Tel further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Z-Tel that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

9.4.7.2 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

9.4.7.3 If Z-Tel assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Z-Tel end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned

and delivered to a Z-Tel customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Z-Tel agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Z-Tel at BellSouth's switched access tariff rates.

9.4.7.4 If Z-Tel does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Z-Tel NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Z-Tel can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

4. Table 1 Local Interconnection rates of Attachment 1 are hereby modified to delete the rates for ISP-Bound Traffic in their entirety.

5. Table 1 UNE rates are amended to incorporate Unbundled Remote Call Forwarding rates as shown in Exhibit 2, incorporated herein by this reference.

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

7. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 3 of the MCI WorldCom Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the MCI WorldCom Interconnection Agreement, the effective date shall be November 12, 2001.

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

BellSouth Telecommunications, Inc.

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

and

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

Z-Tel Communications, Inc.

Attn: Peggy Rubino
601 South Harbour Island Blvd.
Suite 220
Tampa, FL 33602

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

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

BellSouth Telecommunications, Inc.

Original Signature on File
Signature

Elizabeth R. A. Shiroishi
Name

Director
Title

3/19/03
Date

Z-Tel Communications, Inc.

Original Signature on File
Signature

Robert Curtis
Name

Senior Vice President
Title

3/7/03
Date

EXHIBIT 1

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
MCI WorldCom Communications, Inc.

MCImetro/BellSouth INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), effective _____, 2001 (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and MCI WorldCom Communications, Inc. ("MCI"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "Service" or collectively as the "Services"). BellSouth and MCI may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCI wishes to purchase Services for resale to others and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCI wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such Services subject to the terms and conditions of this Agreement; and

WHEREAS, MCI wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable rules and regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCI hereby mutually agree as follows:

PART A

GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including General Terms and Conditions (Parts A and B), and all Attachments hereto, specifies the rights and obligations of each Party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect.

LIST OF ATTACHMENTS:

1. Price Schedule
2. Local Resale
3. Network Elements
4. Interconnection
5. Collocation
6. Rights of Way
7. Number Portability
8. Business Process Requirements
9. Ancillary Services
10. Performance Measurements

1.2 The Parties shall provide the Services pursuant to this Agreement. Except as provided in this Agreement, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder.

1.3 BellSouth must operate its network and provision Services in a manner that avoids unfair discrimination and anti-competitive effects, and must endeavor to provide MCI with service of at least the same quality that it provides to itself.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the Parties agree to do so on an expedited basis. If the Parties fail to

reach agreement, either Party may seek resolution pursuant to Section 22 (Dispute Resolution Procedures) of this Agreement. BellSouth shall be responsible for filing the Agreement with the appropriate regulatory authority. Filing fees will be divided equally between the Parties. To the extent public interest notice is required, MCIm shall be responsible for such publication, and the costs thereof shall be divided equally between the Parties.

2.2. In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

2.3 In the event that any effective and applicable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BellSouth to perform any material terms of this Agreement, or imposes new or modified rights or obligations on the Parties, or makes any provision hereof unlawful, or in the event a judicial or administrative stay of such action is not sought or granted, MCIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke the procedures of Section 22 (Dispute Resolution Procedures) of this Part A.

2.4 The Parties intend that any additional services negotiated and agreed to by the Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

2.5 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to MCIm, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement. The adopted rates, terms, and conditions shall be effective as of the date the Parties sign an agreement or amendment incorporating such adopted rates, terms, or conditions.

Section 3. Term of Agreement

3.1 This Agreement becomes binding upon execution by the Parties and will continue for a period of 3 years, unless earlier terminated in accordance with Section 19 (Termination) of this Part A. No later than 270 days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions and prices of a follow-on Agreement for the provision of services to be effective on or before the expiration date of this

Agreement (“Follow-on Agreement”).

3.2 If, within 135 days of commencing the negotiation referenced above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the State regulatory body to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. Sec. 252. The Parties agree that in such event they shall encourage the State regulatory body to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the State regulatory body does not issue its order by the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement to negotiate without State regulatory body intervention, the terms, conditions and prices ultimately ordered by the State regulatory body, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, and subject to subsection 3.3 below, BellSouth shall provide Services pursuant to the terms, conditions and prices of this Agreement that are then in effect.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with subsection 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to MCIm pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to MCIm pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement. Nothing herein shall be deemed to prevent MCIm from adopting an interconnection agreement between BellSouth and a third party pursuant to 47 CFR 51.809.

Section 4. Charges and Payment

In consideration of the Services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1. The billing and payment procedures for charges incurred hereunder are set forth in Attachment 8.

Section 5. Assignment and Subcontract

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party upon written notice. The Parties agree to execute an amendment to this Agreement in a timely manner reflecting any such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

5.2 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliates. No subcontractor or Affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each Party shall be responsible for obtaining and keeping in effect all FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and subject to Section 3 of these General Terms and Conditions, the Parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the state of Georgia, without regard to its conflicts of laws principles.

Section 8. Relationship of Parties

Each Party is an independent contractor, and has and hereby retains the right to

exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

Section 9. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.2 The Party providing a service pursuant to this Agreement shall defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and shall indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 of this Part A.

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

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including

software), but solely to the extent required to avoid the infringement claim.

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

10.5 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.

Section 11 Indemnification and Liability

11.1. Liability Cap.

11.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCIm, any MCIm customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCIm, any MCIm customer or any other person or entity shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of BellSouth; or 2) BellSouth's refusal to comply with the terms of this Agreement, provided that BellSouth's actions or inactions based upon a reasonable and good-faith interpretation of the terms of this Agreement shall not be deemed a refusal to comply. In addition, nothing in this Section shall be interpreted to limit the remedies, if any, provided for in Attachment 10 of this Agreement.

11.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by MCIm pursuant to or in connection with

this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, MCI's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of MCI; or 2) MCI's refusal to comply with the terms of this Agreement, provided that MCI's actions or inactions, based upon a reasonable and good-faith interpretation of the terms of this Agreement, shall not be deemed a refusal to comply. In addition, nothing in this Section shall be interpreted to limit the remedies, if any, provided for in Attachment 10 of this Agreement.

11.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

11.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.

11.4 The Party providing services under this Agreement, its Affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

11.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.

11.6 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.7 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

11.8 Insurance

11.8.1 Each Party shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article XI and underwritten by insurance companies licensed to do business in the

states applicable under this Attachment and having a Best's Insurance Rating of A-VIII.

11.8.2 Each Party shall maintain the following specific coverage:

11.8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). The other Party shall be named as an Additional Insured on the Commercial General Liability policy(s) as specified herein.

11.8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.

11.8.2.3 MCIm shall maintain All Risk Property coverage on a full replacement cost basis insuring all of MCIm's real and personal property situated on or within BellSouth's Central Office location(s).

11.8.3. All policies purchased by either Party shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. If either Party fails to maintain required coverage, the other Party may pay the premiums thereon and seek reimbursement of same from the Party failing to maintain required coverage. Required coverage must be effective upon execution of this Agreement.

11.8.4 Each Party shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 30 days after execution of this Agreement. Failure to meet this interval may result in construction and equipment installation delays. Each Party shall arrange for the other Party to receive thirty (30) days' advance notice of cancellation from an insurance company. Each Party shall forward a certificate of insurance and notice of cancellation/non-renewal to the other Party at the following addresses:

For BellSouth:

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

Atlanta, Georgia 30375

For MCIm:

To the general notice, provision in the Agreement.

11.8.5 For collocation, MCIm must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. BellSouth shall provide MCIm with a list of all such recommendations when they are made.

11.8.6 Self-Insurance: If either Party's net worth exceeds five hundred million dollars (\$500,000,000), such Party may elect to request self-insurance status in lieu of obtaining any of the insurance required in subsections 11.8.2.1, 11.8.2.2 and 11.8.2.3. Such Party shall provide audited financial statements to the other Party. The other Party shall then review such audited financial statements and respond in writing to the Party desiring to self-insure in the event that self-insurance status is not granted to such Party. If self-insurance is approved, the self-insuring Party shall annually furnish to the other Party, and keep current, evidence of such net worth that is attested to by one of the self-insuring Party's corporate officers. The ability to self-insure shall continue so long as the self-insuring Party meets all of the requirements of this Section. If the self-insuring Party subsequently no longer satisfies this Section, such Party is required to purchase insurance as indicated by subsections 11.8.2.1, 11.8.2.2 and 11.8.2.3.

11.8.7 The net worth requirements set forth in subsection 8.7 may be increased by the non-self-insuring Party from time to time during the term of this Attachment upon thirty (30) days notice to the self-insuring Party.

11.8.8 Failure to maintain the insurance required in this Section will be deemed a material breach of this Attachment.

Section 12. Continuing Obligations

12.1 BellSouth agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself, its Affiliates, and other telecommunications carriers.

12.2 BellSouth agrees that it shall provide to MCIm on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this

Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

12.3. BellSouth agrees that it shall provide to MCI non discriminatory access to, poles, ducts, conduits, and rights of way owned or controlled by BellSouth in accordance with the requirements of Section 224 of the Act.

12.4 The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

12.5 BellSouth agrees that it shall provide to MCI, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

12.6 BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to MCI in a competitively neutral fashion.

12.7 BellSouth agrees that it shall provide on a non discriminatory basis space on its premises for physical or virtual collocation, as MCI may specify, for equipment necessary for MCI's interconnection and access to unbundled network elements.

Section 13. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCI: MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Attn: Vice President, Eastern Telco Line Cost

Copy to: Vice President & Chief Network Counsel
WorldCom, Inc.
22001 Loudoun County Parkway, Bldg. E1-3-610
Ashburn, VA 20147

Carrier Agreements
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

To BellSouth: AVP – MCI Account Team
BellSouth Telecommunications, Inc.
1960 W. Exchange Pl., Ste. 402
Tucker, GA 30084

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 13.

Section 14. Remedies

All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 15. Waivers

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a

general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 16. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 19, 20, 24 and 25, and any other obligations expressly required to be performed after the expiration or termination of the Agreement.

Section 17. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations and shall resume performance in a nondiscriminatory manner.

Section 18. Posting of Agreements

By October 31, 2001, BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission.

Section 19. Termination

19.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

19.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment 8, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

19.1.2 If such material breach is for any failure to perform in accordance

with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this subsection 19.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

19.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

19.2 MCI may terminate any Services provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, MCI's liability shall be limited to payment of the amounts due for any terminated Service(s) provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 11, supra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to MCI or another vendor such that the level and quality of the Services is not degraded and to exercise its best efforts to effect an orderly and efficient transition. MCI agrees that it may not terminate the entire Agreement pursuant to this Section.

Section 20. Confidentiality and Publicity

20.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 20. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing, and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records, usage information in any

form, and Customer Proprietary Network Information (“CPNI”) as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party’s “Confidential Information”).

20.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. If Recipient wishes to disclose the Disclosing Party’s Confidential Information to a third party agent or consultant in order to perform Recipient’s obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 20.

20.1.1.1 Notwithstanding the provisions of subsection 20.1.1, under no circumstances will BellSouth disclose MCIm’s Confidential Information to, or permit access to MCIm’s Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take all reasonable actions to protect MCIm’s Confidential Information. In the event that the retail operations, any employees thereof, or retail customer representatives of BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, possess or have knowledge of any MCIm Confidential Information, MCIm bears the burden of showing that the actions taken by BellSouth to protect the Confidential Information were not reasonable.

20.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or

governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

20.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 20 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 20. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20.2 CPNI related to MCI's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be MCI's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCI customer expressly directs MCI to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCI provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be BellSouth's Confidential Information and may not be used by MCI for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to MCI pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCI may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCI has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter.

20.4 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the

execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

20.5 Except as otherwise expressly provided in this Section 20, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

20.6 The Parties' rights and obligations under this Section 20 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential 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.

Section 21. Audits and Inspections

21.1 The following audit procedures shall apply.

21.1.1 Subject to reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

21.1.2 The Party being audited shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice and charging for any underpayments for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Procedures described in this Part A.

21.1.3 The Parties shall cooperate fully in any such audit, providing the independent auditors reasonable access to employees and books, records and other documents reasonably necessary to assess the accuracy of the audited Party's bills.

21.1.4 Either Party may audit books, records and documents of the other Party more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the auditing Party's favor with an aggregate value of at least ten percent

(10%) of the amounts payable by the other Party for Services provided during the period covered by the audit.

21.1.5 Audits shall be at the auditing Party's expense, subject to reimbursement by the other Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the auditing Party hereunder by an amount that is, on an annualized basis, greater than ten percent (10%) of the aggregate charges for the Services during the period covered by the audit.

21.1.6 Upon (i) the discovery by the audited Party of overcharges not previously reimbursed to the auditing Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the other Party the amount of any overpayment with interest at the rate set forth in Attachment 8. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.2 The following shall apply to usage audits for call transport and termination:

21.2.1 Percent Local Usage. Each Party will report to the other a Percentage Local Usage ("PLU"). For purposes of developing the PLU, each Party shall consider every local call and every long distance call; provided, however, that the Parties may exclude transit traffic from the PLU calculation. To the extent either Party includes transit traffic in the total number of calls, such transit traffic will be subtracted from the total before such Party calculates or determines the PLU factor. BellSouth and MCI shall provide a positive report by the first of January, April, July and October of each year updating the PLU. The originating Party shall use calling party number information, where available, to determine PLUs. Where calling party number information is not available, the originating Party shall use its best efforts to estimate an accurate PLU. Where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid. If a terminating Party elects to use its terminating recording technology information in lieu of originating Party self-reported factors, and the originating Party disputes the information used by the terminating Party, the originating Party shall provide the terminating Party with the originating Party's documentation in support of the originating Party's factors. If the Parties are still unable to resolve the matter, the Parties may pursue the dispute resolution procedures of this Agreement.

21.2.2 Percent Interstate Usage. For combined interstate and intrastate traffic carried over the same trunk groups, each Party will be required to provide a projected Percentage Interstate Usage ("PIU") to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid. If a terminating Party elects to use its terminating recording technology information in lieu of originating Party self-reported factors, and the originating Party disputes the information used by the terminating Party, the originating Party shall provide the terminating Party with the originating Party's documentation in support of the originating Party's factors. If the Parties are still unable to resolve the matter, the Parties may pursue the dispute resolution procedures of this Agreement.

21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU and PLU reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination of local traffic. The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. Either Party may request an audit for such purpose once each Contract Year. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

21.2.4 The Parties shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment and refunding any overpayment after the Parties have agreed upon the accuracy of the audit results. Such adjustments shall apply to usage for the calendar quarter in which the audit is completed, the quarter prior to completion of the audit, and two quarters following completion of the audit. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 22 of this Part A.

21.2.5 The Parties shall cooperate fully in any such usage audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic. If, as a result of an audit, either Party is found to have misstated the PLU or PIU or otherwise incorrectly reported the jurisdiction of traffic by twenty percentage points (20%) or more, to the detriment of the auditing Party, that Party shall reimburse the auditing Party for the cost of the audit.

21.3 For all audits conducted pursuant to this Section, the audited Party shall provide the auditing Party general office facilities, including, but not limited to, office space, telephones and fax machines for local and toll free calling, photocopying machines, and basic facilities such as restrooms and drinking water.

21.4 This Section 21 shall survive expiration or termination of this Agreement for a period of two (2) years.

Section 22. Dispute Resolution Procedures

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. Either Party may seek expedited resolution by the Commission. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 23. Bona Fide Request Process for Services

23.1 BellSouth shall, upon request of MCI, and to the extent technically feasible, provide to MCI access to its Services for the provision of MCI's Telecommunications Service. Any request by MCI for access to a Service that is not already available shall be treated as a Bona Fide Request. The Parties shall adhere to the process as agreed and described in Exhibit 1 to these General Terms and Conditions.

Section 24. Taxes

24.1 Definition

For purposes of this Section 24, 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 either of the Parties with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

24.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party

24.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

24.2.2 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.

24.3 Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party

24.3.1 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.

24.3.2 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.

24.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party. In the event of any

such contest, the purchasing Party shall furnish the providing Party with notice of the pending proceeding, copies of all filings in such proceeding, all correspondence between the purchasing Party and the taxing authority, the final resolution thereof and any action therein that would affect the providing Party's obligation to collect and remit.

24.3.4 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.

24.3.5 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.

24.3.6 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 thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

24.3.7 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.4 Taxes And Fees Imposed On Providing Party

24.4.1 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.

24.4.2 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.

24.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain

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 and fees to the providing Party. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

24.4.4 If, after consultation in accordance with the preceding subsection 24.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 22 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

24.4.5 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 with the imposing authority, 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.

24.4.6 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.

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

24.4.8 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.5 Mutual Cooperation

24.5.1 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.

Section 25. Responsibility for Environmental Contamination

25.1 MCI shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any environmental hazard that MCI did not introduce to the affected Work Location so long as MCI's actions do not cause or substantially contribute to the Release of any Environmental Hazard. BellSouth shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by MCI's actions.

25.2 BellSouth shall in no event be liable to MCI for any costs whatsoever resulting from the presence or Release of any environmental hazard that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the Release of any Environmental Hazards. MCI shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCI, its contractors or agents introduce to the Work Locations, or (ii) the presence or

Release of any environmental hazard for which MCI is responsible under applicable law to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 26. Amendments and Modifications

26.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 27. Severability

27.1 Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 28. Headings Not Controlling

28.1 The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 29. Entire Agreement

29.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 30. Counterparts

30.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original, and such counterparts, shall together constitute one and the same instrument.

Section 31. Successors and Assigns

31.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 32. Construction

32.1 Unless the context clearly indicates otherwise, words described in this Section 32 should be construed to have the meanings given here. The word “shall” is used in this Agreement to mean, “has a duty to.” The word “may” is used in this Agreement to mean, “is permitted to.” The word “will” is used in this Agreement to denote a future event. The word “must” is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

Section 33 Revenue Protection

33.1 BellSouth shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. To the extent separate charges apply for such features, the charges will be as set forth in Attachment 1 to this Agreement.

Section 34 Law Enforcement Interface

34.1 BellSouth shall provide seven days per week/24 hours per day (i) installation and information retrieval pertaining to traps, (ii) assistance involving emergency traces and (iii) information retrieval on Customer invoked CLASS services, including, but not limited to, call traces requested by MCIm. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

Section 35. Subpoenas and Court Orders

35.1 For MCIm resold services and where BellSouth provides local switching to MCIm, BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to MCIm end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. MCIm agrees that in cases where MCIm receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to MCIm end users, MCIm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. In cases where the timing of the response to the law enforcement agency prohibits MCIm from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, MCIm will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to MCIm and bill MCIm for the information. MCIm agrees to reimburse BellSouth for the call detail information provided. BellSouth will redirect subpoenas and court ordered requests for MCIm end user and/or other customer information to MCIm when BellSouth does not have the information requested.

36. Description of Days.

36.1 Unless otherwise indicated, all time periods described in days shall refer to calendar days.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

MCI WorldCom Communications, Inc.

BellSouth Telecommunications,
Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when MCIm requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.

1.1 A Bona Fide Request shall be submitted in writing by MCIm and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include, MCIm's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, MCIm may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth shall then cease analysis of the request.

1.3 Within five (5) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to MCIm a preliminary analysis of the Bona Fide Request. The preliminary analysis must include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet MCIm's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet MCIm's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with MCIm's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with MCIm's designation, it may utilize the Dispute Resolution Process provided in this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide MCIm with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bone Fide Need request, BellSouth shall inform MCIm as soon as practicable. MCIm and BellSouth shall then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide MCIm with a firm Bona Fide Request quote which must include at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless MCIm agrees otherwise, all proposed prices shall be the pricing principles

of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services, purchased under a Bona Fide Request must be made as specified in this Agreement, unless otherwise agreed to by MCI.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, MCI shall notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and MCI deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in this Agreement may be used by either Party to reach a resolution.

PART B -- DEFINITIONS

For purposes of this Agreement, certain terms have been defined here and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined term. Unless the context clearly indicates otherwise, any term defined or used in the singular includes the plural, and any term defined or used in the masculine includes the feminine and the neutral, as applicable. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Part B are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of a term set forth in the Act and in this Agreement (including the Attachments and Appendixes), the definition set forth in the Act takes precedence. In the event of any disagreement between any specific definition of a term set forth in an Attachment or Appendix and in this Part B, the definition set forth in the Attachment or Appendix takes precedence.

1. "ACCESS SERVICE REQUEST" or "ASR" means the industry standard forms and supporting documentation used for ordering Switched Access Service. The ASR may also be used to order trunks and facilities for Local Interconnection.
2. "ACCESS TANDEM SWITCHES" are switches used to connect and switch traffic between End Office Switches, Interexchange Carriers, and other LEC switches.
3. "ACT" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.
4. "ADVANCED INTELLIGENT NETWORK" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.
5. "ADVANCED SERVICES" refers to high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video telecommunications using any technology.
6. "AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this paragraph, "own" or "control" means to own an equity interest (or equivalent) of more than 10%.
7. "APPLICABLE LAW" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the Commission, and any

effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

8. "APPLICATION-TO-APPLICATION INTERFACE" means an electronic method of information exchange and interoperable transaction processing between a BellSouth OSS Function (a server) and MCIm's OSS application (another server). An Application-to-Application Interface requires only a single point of manual data entry, with the data transmitted and processed electronically via transaction sets between MCIm's and BellSouth's OSS applications. This is in contrast to a Graphic User Interface (GUI) web-browser where a CLEC provides data into BellSouth's OSS application (server) interface.
9. "APPOINTMENT DATE" or "DUE DATE" means the specific date on which the requested service is to be available to the Customer or to MCIM, as applicable.
10. "ATIS" or "ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS" is a North American telecommunication industry standards forum which through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability for telecommunications products and services.
11. "AUTOMATED MESSAGE ACCOUNTING" or "AMA" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
12. "AUTOMATIC LOCATION IDENTIFICATION" or "ALI" is the automatic display at the Public Safety Answering Point ("PSAP") of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.
13. "AUTOMATIC LOCATION IDENTIFICATION/DATABASE MANAGEMENT SYSTEM" or "ALI/DBMS" is an E911 database containing subscriber location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.
14. "AUTOMATIC NUMBER IDENTIFICATION" or "ANI" is a telephone number associated with the access line from which a call originates.
15. "AUTOMATIC ROUTE SELECTION" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

16. "BASIC 911" or "911" routes a call to one centralized PSAP answering location, with no ALI or ANI delivery.
17. "BILL DATE" means the date on which a bill is prepared.
18. "BILLING" involves the provision of appropriate usage data along with all other appropriate charges by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports, as needed. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.
19. "BINDER GROUPS" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.
20. "BRIDGE TAPS" means the currently unused sections of a twisted pair subtending the loop between the End User and the serving wire center or extending beyond the End User's location.
21. "BUSY LINE VERIFY/BUSY LINE VERIFY INTERRUPT" or "BLV/BLVI" means a service in which the caller requests an operator to confirm the busy status of a line, or requests an interruption of the call.
22. "CALLING PARTY NUMBER" or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.
23. "CARRIER" See Telecommunications Carrier.
24. "CARRIER ACCESS BILLING SYSTEM" or "CABS" is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of Switched access service and other connectivity services.
25. "CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching facility where subscribers' lines are joined to switching equipment for connecting subscribers to each other, locally and long distance.
26. "CENTRALIZED AUTOMATIC MESSAGE ACCOUNTING" or "CAMA" trunks are trunks using MF signaling protocol used to record billing data.

27. “Centralized Message Distribution System” or “CMDSD” means the national operation system that Local Exchange Carriers use to exchange EMI formatted data among host companies.
28. “CHARGE NUMBER” is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party. Charge Number frequently is not the CPN (Calling Party Number).
29. “CLC” or “CARRIER LIAISON COMMITTEE” is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIM publish business process rules for their respective areas of concern.
30. “COLLOCATION” refers to the right of MCIIm to place certain equipment in BellSouth’s Premises for the purposes of Interconnection or access to unbundled Network Elements as specified in Attachment 5.
31. “COMMERCIAL MOBILE RADIO SERVICE” or “CMRS” is a mobile radio communication service, provided for profit, interconnected to the public switched network and available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Also sometimes referred to as wireless service, including cellular and PCS.
32. “COMMISSION” means the state regulatory body with jurisdiction over intrastate telecommunications.
33. “COMMON CHANNEL SIGNALING” or “CCS” means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call.
34. “COMPETITIVE LOCAL EXCHANGE CARRIER” or “CLEC” is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.
35. “CONDUIT” is a tube or similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

36. "CONFIDENTIAL INFORMATION" has the meaning set forth in Part A of this Agreement.
37. "CONNECTIVITY BILL" means a bill for Connectivity Charges.
38. "CONNECTIVITY CHARGES" means those charges incurred by a Party as a result of purchasing services from the other Party under this Agreement.
39. "CONTRACT YEAR" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
40. "CONTROL OFFICE" is an exchange carrier operations center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.
41. "COORDINATED CUT-OVER" is the coordination of all cut-over activities that may be associated with porting of a telephone number from the Old Service Provider to the New Service Provider.
42. "CROSS CONNECTION" means a connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers of the appropriate bandwidth and medium that attach to connecting hardware on each end.
43. "CUSTOM CALLING FEATURES" comprise a group of special services provided via a Central Office Switch. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and AIN-type services.
44. "CUSTOM LOCAL AREA SIGNALING SERVICE" or "CLASS" is a set of call management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA").
45. "CUSTOMER" is a Person to whom a Party provides or has agreed to provide a specific service or set of services. Customer includes Telecommunication Carriers.
46. "CUSTOMER PREMISES EQUIPMENT" or "CPE" is telecommunications equipment employed on the premises of an End User to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).
47. "CUSTOMER USAGE DATA" means the Telecommunications Service usage data of an MCIIm Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by BellSouth AMA equipment and forwarded to MCIIm.
48. "DARK FIBER" is as defined in Attachment 3 of this Agreement.

49. "DATA COMMUNICATIONS CHANNEL" or "DCC" is a three-byte 192 Kbps portion of the SONET signal containing alarm, surveillance and performance information.
50. "DATABASE MANAGEMENT SYSTEM" or "DBMS" is a system of manual procedures and computer programs used to create, store, sort, manipulate and update the data required to provide Selective Routing and ALI.
51. "DEDICATED TRANSPORT" is as defined in Attachment 3 of this Agreement.
52. "DESIRED DUE DATE" means the desired service activation date as requested by MCIIm on a service order.
53. "DIALING PARITY" means that a Person that is not an Affiliate of a Local Exchange Carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code or dialing of extra digits, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two or more Telecommunications Services providers.
54. "DIGITAL CROSS-CONNECT SYSTEM" or "DCS" is as described in Attachment 3 of this Agreement.
55. "DIGITAL SIGNAL LEVEL 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
56. "DIGITAL SIGNAL LEVEL 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.
57. "DIGITAL SIGNAL LEVEL 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.
58. "DIGITAL SUBSCRIBER LOOP" or "DSL" is as described in Attachment 3 of this Agreement.
59. "DIRECTORY ASSISTANCE DATABASE" refers to any BellSouth Database through which BellSouth provides live or automated operator-assisted Directory Assistance Service.
60. "DIRECTORY ASSISTANCE SERVICE" includes, but is not limited to, making available to customers, upon request, information contained in Directory Listings. Directory Assistance Service may include the option to complete the call at the Customer's direction.

61. "DIRECTORY LISTINGS" are any information identifying the listed names of End Users of a Telecommunications Carrier and such End User's telephone numbers, addresses or primary advertising classifications, or any combination of such listed names, numbers, addresses or classifications that the Telecommunications Carrier or Affiliate has provided or published, caused to be published, or accepted for publication in any directory format including, but not limited to, traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.
62. "DISCLOSING PARTY" has the meaning set forth in of Part A of this Agreement.
63. "EFFECTIVE DATE" is the date indicated in Part A of this Agreement on which the Agreement shall become effective.
64. "ELECTRONIC BONDING" is a method of OSS Interoperability defined and approved by ATIS that can use GDMO data models and CMIP/CMISE for secure transport.
65. "ELECTRONIC FILE TRANSFER" means any system or process that utilizes an electronic format and protocol to send or receive data files.
66. "END OFFICE SWITCHES" are switches from which End Users' Telephone Exchange Services are directly connected and offered.
67. "END USER" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier.
68. "ENHANCED 911 SERVICE" or "E911" is a service provided to emergency telephone response agencies which includes network switching, database and CPE elements capable of providing Selective Routing, selective transfer, fixed transfer, ANI and ALI.
69. "ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, but not limited to the following: the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.
70. "EXCHANGE ACCESS" means the offering by a LEC of services or facilities to an IXC for the purpose of the origination or termination of Telephone Toll Services.

71. “EXCHANGE MESSAGE INTERFACE ” or “EMI” means the system used among ILECs for exchanging Telecommunications message information for billable, non-billable, sample, settlement and study data. EMI format is contained in BR-010-200-010 CRIS EMI, published by Bellcore and which defines the industry standard for EMIs.
72. “EXTENDED AREA SERVICE” or “EAS” is a type of telephone service (both optional and non-optional) defined in BellSouth tariffs whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.
73. “FCC” means the Federal Communications Commission.
74. “FIBER MEET” is a joint Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party’s facilities, provisioning, and maintenance responsibility begins and the other Party’s responsibility ends (i.e., Point of Interconnection).
75. “FIRM ORDER CONFIRMATION” or “FOC” is as described in Attachment 8 of this Agreement.
76. “INFORMATION SERVICE” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control or operation of a Telecommunications system or the management of a Telecommunications Service.
77. “INTERIM NUMBER PORTABILITY” or INP is a method of number portability, such as Remote Call Forwarding (“RCF”) as described in this Agreement.
78. “INTEGRATED SERVICES DIGITAL NETWORK” or “ISDN” refers to a digital circuit switched network service. Basic Rate ISDN provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.
79. “INTERCONNECTION” is the linking of the BellSouth and MCIIm networks for the mutual exchange of traffic as described in Attachment 4 of this Agreement.

80. "INTERCONNECTION ACTIVATION DATE" is the date that the construction of the Interconnection arrangement has been completed, and all necessary trunk groups have been established, tested and accepted by the Parties.
81. "INTERNET SERVICE PROVIDER" OR "ISP" means a provider of services offered over common carrier telecommunications facilities which employ computer processing applications, ISPs combine computer processing, information storage, protocol conversion, and routing with transmission to enable users to access internet content and services. Internet Service Providers are a subset of Information Service Providers; either can be referred to as ISPs; both are a subset of Enhanced Service Providers (ESPs).
82. "LOCAL INTERCONNECTION TRUNKS/TRUNK GROUPS" is described in Attachment 4 of this Agreement.
83. "INTEREXCHANGE CARRIER" or "IXC" means a provider of interexchange Telecommunications Services.
84. "INTERLATA TRAFFIC" describes Telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.
85. "INTRALATA TRAFFIC" describes Telecommunications between points located within a Local Access and Transport Area.
86. "INTRALATA TOLL TRAFFIC" describes IntraLATA Traffic outside the Local Calling Area or EAS of the originating Party.
87. "INTEROFFICE FACILITIES" or "INTEROFFICE TRANSPORT" include Dedicated Transport and Shared Transport, which are further defined in this Agreement.
88. "JOINT OPTICAL INTERCONNECTION" or ("JOI") means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) using a Synchronous Optical Network ("SONET") Transmission System.
89. "LERG REASSIGNMENT" or "NXX REASSIGNMENT" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.
90. "LINE INFORMATION DATA BASE" or "LIDB" is the database application that resides on a Service Control Point (SCP) that provides such functions as calling card validation for telephone line number cards and validation for collect and billed-to-third party services.
91. "LINE SIDE" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to Customer Premise Equipment.

92. “LOCAL NUMBER PORTABILITY” or “LNP” means the method of number portability that utilizes a Location Routing Number or LRN for providing called party routing information and that complies with the performance criteria set forth in 47 C.F.R. § 52.23(a).
93. “LOCAL ACCESS TRANSPORT AREA” or “LATA” is as defined in the Act.
94. “LOCAL CALLING AREA” is as defined by the Commission.
95. “LOCAL EXCHANGE CARRIER” or “LEC” is as defined in the Act.
96. “LOCAL EXCHANGE ROUTING GUIDE” or “LERG” is a Telcordia product that is sold to and used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.
97. “LOCAL RESALE” is as described in Attachment 2 of this Agreement.
98. “LOCAL SERVICE ORDERING GUIDE” or “LSOG” is a document developed by the OBF as industry guidelines for ordering and billing processes.
99. “LOCAL SERVICE REQUEST” or “LSR” means the forms and supporting documentation used for ordering local services.
100. “LOCAL TRAFFIC” is as defined in Attachment 4 of this Agreement.
101. “LOOP CONCENTRATOR” is as described in Attachment 3 of this Agreement.
102. “LOOP” is as defined in Attachment 3 of this Agreement.
103. “LOCATION ROUTING NUMBER” or “LRN” means a unique 10-digit number assigned to a central office switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the location Routing Number that corresponds with the switch serving the dialed telephone number. Based on the Location Routing Number, the querying carrier then routes the call to the switch serving the ported number. The term “LRN” may also be used to refer to a method of LNP.
104. “MASTER STREET ADDRESS GUIDE” or “MSAG” is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated Emergency Service Numbers to enable proper routing of 911 calls.

105. "MEET POINT" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

106 "MEET POINT BILLING" is described in Attachment 4 of this Agreement.

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

108. "N-1 CARRIER" means the carrier in the call routing process immediately preceding the terminating carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

109. "NATIONAL EMERGENCY NUMBER ASSOCIATION" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

110. "NETWORK ELEMENT" means a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

111. "NETWORK ELEMENT PLATFORM" or "UNE-P" means the Combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in BellSouth's Central Office switch., and (at MCIIm's option and where permitted) Operator Systems and Directory Assistance without separately ordering each element or disconnecting and reconnecting any aspect of a Customer's service.

112. "NETWORK INSTALLATION AND MAINTENANCE COMMITTEE" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for maintenance and repair or trouble administration.

113. "NETWORK INTERFACE DEVICE" or "NID" is as described in Attachment 3 of this Agreement.

114. "NEW SERVICE PROVIDER" means the Party to which a subscriber switches its local exchange service or the Party to which a subscriber is porting its telephone number(s).

115. "911 DATABASE RECORDS" are the subscriber records to be provided by MCIIm to BellSouth for inclusion in BellSouth's 911/E911 DBMS.

116. "911 SERVICE" means a three-digit universal telephone number (9-1-1) which gives the public direct access to a public safety agency.

117. "NORTH AMERICAN NUMBERING COUNCIL" or "NANC" is the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

118. "NORTH AMERICAN NUMBERING PLAN" or "NANP" is the system of telephone numbering employed in the United States, Canada and certain Caribbean countries.

119. "NUMBER PORTABILITY" or "NP" means the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

120. "NUMBER PORTABILITY ADMINISTRATION CENTER" or "NPAC" is one of the regional number portability centers involved in the dissemination of data associated with ported numbers.

121. "NUMBERING PLAN AREA" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

122. "NXX," "NXX CODE," "CENTRAL OFFICE CODE," or "CO CODE" is the three digit switch entity indicator which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

123. "OPERATOR SERVICES" are any automatic or live assistance to a Customer to arrange for billing or completion of a telephone call including, but not limited to:

- 1) Operator assistance for call completion (e.g. collect calls).

- 2) Operator assistance for billing after the subscriber has dialed the called number (e.g. credit card calls).
- 3) Special services (e.g. BLV/BLVI, calls to Emergency Response Agencies, operator-assisted directory assistance services).
- 4) General assistance.

124. "ORDERING AND BILLING FORUM" or "OBF" means the forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and billing.

125. "OLD SERVICE PROVIDER" means the Party from which a subscriber switches its local exchange service or the Party from which a subscriber is porting its telephone number(s).

126. "ORIGINATING LINE INFORMATION" or "OLI" is a CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

127. "P.01 TRANSMISSION GRADE OF SERVICE" means a circuit switched trunk facility provisioning design standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average time-consistent busy hour.

128. "PACKET SWITCHING" is as defined in Attachment 3 of this Agreement.

129. "PARITY" is as defined for Local Resale in 47 CFR § 51.603; for unbundled Network Elements in 47 CFR § 51.311; and for Interconnection in 47 CFR § 51.305.

130. "PARTY" means either BellSouth or MCIIm; "PARTIES" means both MCIIm and BellSouth.

131. "PASSBAND" is a method for DSL implementation associated with ADSL where the systems generate two or more channels well above the voiceband that contain amplitude and phase modulated signals similar to those used by analog modems. Because data traffic is carried in the higher frequency channels, the lower portion of the spectrum is free to support voice service. Passband systems have a frequency whose lower limit is at a non-zero frequency and require a "splitter" at each end to separate the voice and data signals.

132. "PERFORMANCE STANDARD" has the meaning set forth in Attachment 10.

133. "PERSON" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

134. "POINT OF INTERCONNECTION" is described in Attachment 4.

135. "POLE ATTACHMENT" means the connection of a facility to a utility pole..

136. "PORT" or "PORT ELEMENT" means a termination point in the End Office Switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for Line or Trunk Side facilities connected to the End Office switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

137. "POTS" means plain old telephone service.

138. "POWER SPECTRAL DENSITY (PSD) MASKS" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

139. "PREMISES" is as defined in Attachment 5 of this Agreement.

140. "PUBLIC SAFETY ANSWERING POINT" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

141. "PUBLIC SWITCHED NETWORK" refers to the worldwide voice telephone network accessible to all those with telephones and access privileges.

142. "RATE CENTER" identifies the specific geographic point associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of Telephone Exchange Services. The Rate Center is a geographic point identified by a tariffed vertical and horizontal (V&H) coordinate. Rate Center V&H coordinates are used in the toll message rating process to measure distances between Rate Centers.

143. "REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

144. "RELEASE" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

145. "REMOTE CALL FORWARDING" or "RCF" is as described in Attachment 7 of this Agreement.

146. "REMOTE TERMINAL" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User and BellSouth's Central Office, where Loops are aggregated and hauled to the Central Office or serving Wire Center.

147. "RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another LEC through the purchase of wholesale priced Telecommunications Services for resale to their End User.

148. "RESERVED NUMBERS" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific subscriber's future use.

149. "SELECTIVE ROUTER" means the equipment necessary for Selective Routing.

150. "SELECTIVE ROUTING" is the automatic routing of E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

151. "SERVICE CONTROL POINT" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

152. "SERVICE CREATION ENVIRONMENT" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

153. "SERVICE PROVIDER IDENTIFICATION" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state-specific number.

154. "SERVICES"- As used in this agreement includes interconnection, local resale, ancillary services and the purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

155. "SHARED (Common) 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 the BellSouth network.

156. "SIGNALING LINK TRANSPORT" is a set of two or four dedicated 56 Kbps transmission paths between MCIIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

157. "SIGNAL TRANSFER POINT" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query databases for Advanced Services.

158. "SIGNALING SYSTEM 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- a) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points.
- b) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points.
- c) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points.
- d) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

159. "SONET RING" describes a network configuration in which networks are interconnected by unidirectional or bi-directional transmission links to form a closed path. The network elements utilized to provide this ring must be based on SONET standards.

160. "SPECTRUM COMPATIBILITY" means generally the ability of various loop technologies to reside and operate in close proximity while not significantly degrading each others' performance.

161. "SUBLOOP" is defined as portions of the loop that can be accessed at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

162. “SWITCH” is a mechanical, electrical or electronic device which performs the functions of establishing and releasing connections between two (2) or more circuits, services or communications systems.

163. “SWITCHED ACCESS SERVICE” means the utilization of LEC facilities for the origination and/or termination of interexchange traffic.

164. “SWITCHED ACCESS TRAFFIC” means telephone calls requiring local exchange carrier transmission or switching services for the purpose of the origination or termination of telephone toll service.

165. “SYNCHRONOUS OPTICAL NETWORK” or “SONET” is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (“ECSA”) for the American National Standards Institute (“ANSI”).

166. “TANDEM OFFICE SWITCHES” are switches that are used to connect and switch trunk circuits between and among LEC and IXC switches.

167. “TECHNICALLY FEASIBLE” is as defined in 47. CFR § 51.5.

168. “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.

169. “TELECOMMUNICATIONS CARRIER” means any provider of Telecommunications Services, except aggregators of Telecommunications Services (as defined in Section 226 of the Act).

170. “TELECOMMUNICATIONS EQUIPMENT” means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and includes software integral to such equipment, including upgrades.

171. “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.

172. “TELEPHONE EXCHANGE SERVICE” means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

173. "TOLL FREE SERVICE" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, Service processing.

174. "TRANSACTION SET" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business functions, e.g., pre-order inquiry and response are defined as complimentary transactions sets. For example, service address validation inquiry and service address validation response.

175. "TRANSIT TRAFFIC" is as described in Attachment 4 of this Agreement.

176. "TRUNK SIDE" refers to Central Office Switch connections that have been programmed to treat the circuit as connected to another switching entity (e.g., another Central Office Switch).

177. "VIRTUAL COLLOCATION" is an offering by BellSouth that enables MCIIm to:

- a) Designate or specify equipment to be used in accordance with Attachment 5 of this Agreement for Interconnection or access to unbundled Network Elements to be located within or upon BellSouth's Premises, and dedicated to MCIIm.
- b) Use such equipment to interconnect with BellSouth's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to BellSouth's unbundled Network Elements for the provision of a Telecommunications Service.
- c) From a remote location, electronically monitor and control its communications channels terminating in such equipment.

178. "VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

179. "WASTE" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities MCIIm or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that MCIIm, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components

incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

180. "WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and Switched access service, are located.

181. "WORK LOCATIONS" means any real estate that MCIIm or BellSouth, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, where work is performed in connection with this Agreement.

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ATTACHMENT 1**PRICING*****Section 1. General Principles***

1.1 All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Attachment, “rates” may refer to either or both recurring and nonrecurring prices. BellSouth and MCIIm agree to attempt in good faith to resolve any alleged errors or omissions in Table 1 of this Attachment.

1.2 Except as otherwise noted, all rates set forth in this Agreement are permanent rates. If the Commission subsequently orders a different rate, either party, upon written notice to the other party, may elect to change the rate set forth in this agreement to conform to the new rate ordered by the Commission. Upon written notice, the parties will negotiate an amendment to this Agreement reflecting the new rate.

1.3 If a rate is identified as interim, then upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the final rate upon written notice to the other Party. If either Party elects to change an interim rate to conform to a final rate, the final rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed to by the Parties, the interim rate shall be replaced by the final rate retroactive to the effective date of this Agreement, and will be trued up within thirty (30) days of the effective date of the amendment adopting the final rates.

1.4 Each rate set forth in this Agreement is the total rate applicable for the respective Service. Where required by Applicable Law, rates contained in this Attachment are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies.

1.4.1 Rates not set forth in this Agreement, for Services required to be provided under the Telecommunications Act of 1996 and under applicable

FCC regulations, will be negotiated by the Parties at the time they are requested. The providing Party shall provide the Service even if rate negotiations are incomplete, and the providing Party shall set an interim rate based on its good faith belief as to its costs, using required pricing methodologies. If interim rates are used, the requesting party shall pay the providing Party the final negotiated or arbitrated rate, retroactive to the date the Services are first provided.

1.5 All of the rates set forth in this Agreement pertaining to Network Elements are appropriate for Network Elements on an individual, stand-alone basis. Recurring and nonrecurring rates for those Existing Combinations and Typical Combinations of Network Elements(as such terms are defined in Attachment 3 of this Agreement) enumerated in Table 1 of this Attachment 1 are as set forth in Table 1. On an interim basis, for Typical Combinations of loop and transport network facilities not specifically enumerated in Table 1, the non-recurring and recurring charges for such Typical Combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the Network Elements which make up the Typical Combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies. To the extent that MCIIm seeks to obtain Typical Combinations that have not been specifically priced by the Commission when purchased in combined form, MCIIm may purchase such Typical Combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If MCIIm is dissatisfied with using the sum of the stand-alone rates, MCIIm may pursue the Bona Fide Request (BFR) process with BellSouth to seek a different rate.

Section 2. Rates

2.1 All rates set forth in this Agreement for Services required to be provided by the Act shall comply with the standards set forth by the Act and final and nonappealable orders of the FCC and the Commission. Such rates shall be just, reasonable, and nondiscriminatory and in accordance with the principles set forth in this Agreement.

2.2 BellSouth shall not charge MCIIm different rates for Unbundled Network Elements based on the class of customers served by MCIIm, or on the type of services provided by MCIIm using those Unbundled Network Elements, unless otherwise ordered by the Commission.

2.3 Interim Rates. Rates contained in Attachment 1, Table 1 are as previously ordered by the Commission, agreed to by the parties or have not yet been addressed by the Commission. Rates, rate structure and elements proposed in

Attachment 1, Table 1 that have not yet been ruled upon by the Commission are interim and subject to true-up upon future consideration by the Commission.

2.4 Resale. The recurring and nonrecurring rates pursuant to which MCIm is to purchase Telecommunications Services from BellSouth for resale shall be at a discount rate off of the retail rate for the Telecommunications Service. The discount rates shall be as set forth in Attachment 2. Such discount shall reflect the costs avoided by BellSouth, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

2.5 Operational Support Systems.

2.5.1 LSRs submitted by means of one of the available electronic interfaces will incur the per LSR nonrecurring OSS electronic ordering charge associated with electronically ordered facilities as specified in Table 1 of this Attachment. Except as specified in Attachment 8, subsection 3.1.2, or in this section, LSRs submitted by means other than one of the available electronic interfaces (mail, fax, courier, etc.) will incur a nonrecurring manual ordering charge associated with manually ordered facilities as specified in Table 1 of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCIm. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives. The Parties shall work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for all orderable services.

2.5.1.1 For resold Services, OSS charges apply in addition to the charges described in Exhibit A, Attachment 2.

2.5.1.2 MCIm may use an LSR to provide a list of Services to be denied or restored, but such requests for denial or restoration will be billed as one LSR per service address, regardless of how requests are submitted.

2.6 To the extent BellSouth makes available to itself, its customers, subsidiaries, Affiliates or any other third parties any volume or term discounts,

BellSouth shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

Section 3: Right of Way Rates

**2001 INTERIM FCC Formula Supported Fees
for attachments and/or company effective 1/1/2001
(Re-calculated annually)**

ALL FEES ARE CONSIDERED AS 'INTERIM' EXCEPT THOSE UNDER JURISDICTION OF A STATE COMMISSION

Licensee shall pay to Licensor the following fees:

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Georgia	\$5.50			\$0.49

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be negotiated by the Parties on an individual case basis. If the Parties are unable to agree on rates, the Parties will establish such rates in accordance with this Attachment.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

**BellSouth/MCI
Unbundled Network Elements
Georgia**

Attachment 1
Table 1
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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
						Nonrecurring			Nonrecurring								
									Disconnect								
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN		
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm . Note: All shaded rates are interim, subject to true-up.																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.21	42.54	31.33					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.41	42.54	31.33					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.08	42.54	31.33					18.94	8.42			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR, UEPSB	UEALS	14.21	42.54	31.33					18.94	8.42			
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	16.41	42.54	31.33					18.94	8.42	1.65		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	26.08	42.54	31.33					18.94	8.42			
	Engineering Information Document (EI)	I		UEANL		28.72	28.72										
	Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC	36.46	36.46										
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL	34.22	34.22										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.84	104.17	78.1					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.45	104.17	78.1					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.92	104.17	78.1					18.94	8.42			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.22											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.84	104.17	78.1					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.45	104.17	78.1					18.94	8.42			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.92	104.17	78.1					18.94	8.42			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.22											
	4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	22.26	206.95	170.57					18.94	8.42			
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	25.7	206.95	170.57					18.94	8.42			
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	40.86	206.95	170.57					18.94	8.42			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.22											
	2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	233.38	180.35					18.94	8.42			
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	233.38	180.35					18.94	8.42			
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	233.38	180.35					18.94	8.42			
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL	34.22											
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.89	44.69	31.55	25.65	7.06			18.94	8.42			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	25.27	44.69	31.55	25.65	7.06			18.94	8.42			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	40.17	44.69	31.55	25.65	7.06			18.94	8.42			
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	25.65	7.06			18.94	8.42			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	25.65	7.06			18.94	8.42			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	25.65	7.06			18.94	8.42			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL	34.22											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	25.65	7.06			18.94	8.42			
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	25.65	7.06			18.94	8.42			
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	25.65	7.06			18.94	8.42			
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL	34.22											
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

**BellSouth/MCI
Unbundled Network Elements
Georgia**

Attachment 1
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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring					Nonrecurring					
						Disconnect					SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	First	Add'l	First	Add'l						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.46	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	14.46	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	10.39	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	12	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	12	44.69	31.55	25.65	7.06			18.94	8.42		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	55.53	429.98	268.18					18.94	8.42		
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	64.13	429.98	268.18					18.94	8.42		
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	101.93	429.98	268.18					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	25.75	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	29.74	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	47.27	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.75	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	29.74	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	47.27	348.55	241.2					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.75	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	29.74	348.55	241.2					18.94	8.42		
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	47.27	348.55	241.2					18.94	8.42		
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.22									
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC		16.11	16.11								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	25.65	7.06			18.94	8.42		
	Order Coordination for Unbundled Copper Loops (per loop)				UCLMC		16.11	16.11								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	35.43	44.69	31.55	25.65	7.06			18.94	8.42		
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	40.91	44.69	31.55	25.65	7.06			18.94	8.42		

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**BellSouth/MCI
Unbundled Network Elements
Georgia**

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Table 1
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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring				Nonrecurring					
										Disconnect					
						Rec	First	Add'l		SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	78.47	147.07	111.75				18.94	8.42		
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.72									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month	I		U1TD3	U1TF3	788	511.1	330.77	122.31	119.14		37.55	37.55	18.03	18.03
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1														
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.72									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month	I		U1TS1	U1TFS	783.63	511.1	449.91	122.31	119.14		61.19	61.19	3.17	3.17
	LOCAL CHANNEL - DEDICATED TRANSPORT														
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months														
	Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	13.91	382.95	62.4				18.94	8.42		
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	13.91	382.95	62.4				18.94	8.42		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	14.99	368.44	64.05				18.94	8.42		
	Local Channel - Dedicated - DS1 per month	I		ULDD1	ULDF1	38.36	356.15	312.89	122.31	119.14		44.22	44.22	18.03	18.03
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	6.92									
	Local Channel - Dedicated - DS3 - Facility Termination per month	I		ULDD3	ULDF3	515.91	639.5	426.31	122.31	119.14		37.55	37.55	18.03	18.03
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	6.92									
	Local Channel - Dedicated - STS-1 - Facility Termination per month	I		ULDS1	ULDFS	517.56	639.5	426.31	122.31	119.14		18.94	18.94		
	MULTIPLEXERS														
	Channelization - DS1 to DS0 Channel System	I		UXTD1	MQ1	126.22	198.22	123.59	31.03	19.75		14.75	6.55	10.7	
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.86	12.02	8.66							
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month	I		UDN	UC1CA	3.37	12.02	8.66							
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	1.17	12.02	8.66							
	DS3 to DS1 Channel System per month	I		UXTD3	MQ3	182.04	265.91	188.78	72.5	59.96		14.75	6.55	10.6	
	STS1 to DS1 Channel System per month	I		UXTS1	MQ3	182.04	265.91	188.78	72.5	59.96		18.94			
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	11.02	12.02	8.66							
	DARK FIBER														
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	44.22									
	NRC Dark Fiber - Local Channel			UDF	UDFC4		1355.29	273.69					18.94		
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	44.22									
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1355.29	273.69	0	0		0	18.94	0	0
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	44.22									
	NRC Dark Fiber - Local Loop	I		UDF	UDFL4		1355.29	273.69	0	0		0	18.94	0	0
	TRANSPORT OTHER														
	Optional Features & Functions:														
	Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel	I		UNC1X	CCOEF		184.62	23.78	2.03	0.79		29.33	3.93		
	Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	I		UNC1X	CCOSF		184.62	23.78	2.03	0.79		29.33	3.93		
	8XX ACCESS TEN DIGIT SCREENING														
	8XX Access Ten Digit Screening, Per Call			OHD		0.0004868									
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		6.57	0.76				18.94	8.42		
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			12.81	1.45				18.94	8.42		
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		12.81	1.45				18.94	8.42		
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.46	2.23				18.94	8.42		
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.22	2.99				18.94	8.42		
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		7.33	0.76				18.94	8.42		
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.72	4.46				18.94	8.42		
	LINE INFORMATION DATA BASE ACCESS (LIDB)														
	LIDB Common Transport Per Query			OQT		0.0000338									
	LIDB Validation Per Query			OQU		0.0105974									
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		50.3					18.94	8.42		
	SIGNALING (CCS7)														
	CCS7 Signaling Termination, Per STP Port			1DB	PT8SX	133.99						18.94	8.42		
	CCS7 Signaling Usage, Per TCAP Message			1DB		0.000087									
	CCS7 Signaling Connection, Per link (A link)			1DB	TPP++	17.05	131.96	131.96				18.94	8.42		
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			1DB	TPP++	17.05	131.96	131.96				18.94	8.42		
	CCS7 Signaling Usage, Per ISUP Message			1DB		0.0000354									

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring		Nonrecurring							
						Rec		First		Add'l		Disconnect			
												SOMGA	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage Surrogate, per link per LATA			1DB	STU56	340.67							18.94	8.42	
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected	I		1DB	CCAPO	40	40						18.94	8.42	
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected	I		1DB	CCAPD	8	8						18.94	8.42	
E911 SERVICE															
CALLING NAME (CNAM) SERVICE															
	CNAM for DB Owners, Per Query	I		OQV		0.016									
	CNAM for Non DB Owners, Per Query	I		OQV		0.01									
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)	I		OQV	CDDCH	595	595						18.94	18.94	
LNP QUERY SERVICE															
OPERATOR SERVICES AND DIRECTORY ASSISTANCE															
OPERATOR CALL PROCESSING															
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.2									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.2									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.2									
INWARD OPERATOR SERVICES															
	Inward Operator Svcs - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
BRANDING - OPERATOR CALL PROCESSING															
	Recording of Custom Branded OA Announcement				CBAOS	7000	7000						19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL	500	500						19.99	19.99	
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					0.1									
UNBRANDING															
DIRECTORY TRANSPORT															
	Directory Transport - Local Channel DS1					38.36	356.15	312.89					44.22	44.22	
	Directory Transport - DS1 Level Interoffice Per Mile					0.4523									
	Directory Transport - DS1 Level Interoffice Per Facility Termination					78.47	147.07	111.75					18.94	18.94	
	Switched Common Transport Per DA Access Service Per Call					0.0002906									
	Switched Common Transport Per DA Access Service Per Call Per Mile					0.0000186									
	Access Tandem Switching Per DA Access Service Per Call					0.0019152									
	Directory Transport - DA Interconnection Per DA Service Call					0.00269									
	Directory Transport - Installation NRC, Per Trunk or Signaling Connection						204.23	4.42					44.22	44.22	
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.04									
	Directory Assistance Data Base Service, per month				DBSOF	150									
BRANDING - DIRECTORY ASSISTANCE															
	Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA			3000	3000						
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC			690	690						
SELECTIVE ROUTING															
	Selective Routing Per Unique Line Class Code Per Request Per Switch	I			USRCR	180.62	180.62						33.67	7.88	
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connects (loop)	I		ueani,uea,udn,udc,	UEAC2	0.0283	24.56	23.56	9.2	8.3			19.99	19.99	19.99
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		ual,uhl,ucl,ueq	VE1LS	0.0283	24.56	23.56	9.2	8.3			19.99	19.99	19.99
	Virtual Collocation - 2-wire Cross Connects (port)	I		UEPSR,UEPSB	VE1R2	0.0283	24.56	23.56	9.2	8.3			19.99	19.99	19.99

**BellSouth/MCI
Unbundled Network Elements
Georgia**

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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring					Nonrecurring					
						Disconnect					SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	First	Add'l	First	Add'l						
	Virtual Collocation - 4-wire Cross Connects (loop)	I		uea,uhl,ucl,ucl	UEAC4	0.0566	24.75	23.7	9.03	8.1			19.99	19.99	19.99	19.99
	Virtual Collocation - 4-wire Cross Connects (port)	I			VE1R4	0.0566	24.75	23.7	9.03	8.1			19.99	19.99	19.99	19.99
	Virtual Collocation - 2-Fiber Cross Connects	I		CLO	CNC2F	2.88	41.72	30.36	10.43	8.36			2.2	2.2		
	Virtual Collocation - 4-Fiber Cross Connects	I		CLO	CNC4F	5.76	51.03	39.67	13.71	11.65			2.2	2.2		
	Virtual Collocatin - DS1 Cross Connects			USL,ULC,CLO	CNC1X	7.5	155	14								
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment	I		SRC	SRCEC		391788						19.99	19.99	19.99	19.99
	End Office Establishment	I		SRC	SRCEO		320.53	320.53					19.99	19.99	19.99	19.99
	Line/Port NRC, per end user	I		SRC	SRCLP		2.06	2.06					19.99	19.99	19.99	19.99
	Query NRC, per query	I		SRC		0.000448										
AIN - Bellsouth AIN SMS Access Service																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup	I			CAMSE		90.25	90.25					18.94	18.94		
	AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		29.66	29.66					18.94	18.94		
	AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		29.66	29.66					18.94	18.94		
	AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		84.43	84.43					18.94	18.94		
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		35.44	35.44					18.94	18.94		
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0023										
	AIN SMS Access Service - Session, Per Minute					0.0795604										
	AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - Bellsouth AIN Toolkit Service																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		86.74	86.74					18.94	18.94		
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8348	8348					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		19.13	19.13					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		114.8	114.8					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		19.13	19.13					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		70.06	70.06					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		70.06	70.06					18.94	18.94		
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		70.06	70.06					18.94	18.94		
	AIN Toolkit Service - Query Charge, Per Query					0.0209223										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0053137										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.46										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	15.96	22.64	22.64					18.94	18.94		
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	0.0861109	22.64	22.64					18.94	18.94		
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	15.87	22.64	22.64					18.94	18.94		
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	0.0028704	22.64	22.64					18.94	18.94		
ODUF/EODUF/ADUF/CMD5																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.0136327										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.0034555										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0001275										
	ODUF: Message Processing, per message					0.0082548										
	ODUF: Message Processing, per Magnetic Tape provisioned					28.85										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;															
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
	NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As Is Charge.)															
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.84	104.14	78.1								
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	19.45	104.14	78.1	0	0						

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
Nonrecurring						Nonrecurring											
Disconnect						SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
Rec	First	Add'l	First	Add'l													
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.92	104.14	78.1	0	0							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.4523											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85	
	DS1 Channelization System Per Month	I		UNC1X	MQ1	126.22	198.22	123.59	31.03	19.75			14.75	6.55	10.7		
	Voice Grade COCI - DS1 To DS0 Interface - Per Month	I		UNCVX	1D1VG	1.17	12.02	8.66									
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1	I	1	UNCVX	UEAL2	16.84	104.14	78.1	0	0			18.94	8.42			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL2	19.45	104.14	78.1	0	0			18.94	8.42			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3	I	3	UNCVX	UEAL2	30.92	104.14	78.1	0	0			18.94	8.42			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month	I		UNCVX	1D1VG	1.17	12.02	8.66									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC1X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72			
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	I	1	UNCVX	UEAL4	22.26	206.95	170.57									
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL4	25.7	206.95	170.57	0	0							
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	I	3	UNCVX	UEAL4	40.86	206.95	170.57	0	0							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	I		UNC1X	1L5XX	0.4523											
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85	
	Channelization - Channel System DS1 to DS0 combination Per Month	I		UNC1X	MQ1	126.22	198.22	123.59	31.03	19.75			14.75	6.55	10.7		
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month	I		UNCVX	1D1VG	1.17	12.02	8.66									
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	I	1	UNCVX	UEAL4	22.26	206.95	170.57	0	0			18.94	8.42			
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL4	25.7	206.95	170.57	0	0			18.94	8.42			
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	I	3	UNCVX	UEAL4	40.86	206.95	170.57	0	0			18.94	8.42			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month	I		UNCVX	1D1VG	1.17	12.02	8.66									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC1X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72			
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	I	1	UNCDX	UDL56	25.75	384.56	241.2									
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	I	2	UNCDX	UDL56	29.74	384.56	241.2	0	0							
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	I	3	UNCDX	UDL56	47.27	384.56	241.2	0	0							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	I		UNC1X	1L5XX	0.4523											
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85	
	Channelization - Channel System DS1 to DS0 combination Per Month	I		UNC1X	MQ1	126.22	198.22	123.59	31.03	19.75			14.75	6.55	10.7		
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)	I		UNCDX	1D1DD	1.86	12.02	8.66									
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	I	1	UNCDX	UDL56	25.75	384.56	241.2	0	0			18.94	8.42			
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	I	2	UNCDX	UDL56	29.74	384.56	241.2	0	0			18.94	8.42			
	Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	I	3	UNCDX	UDL56	47.27	384.56	241.2	0	0			18.94	8.42			
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)	I		UNCDX	1D1DD	1.86	12.02	8.66									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC1X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72			
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	I	1	UNCDX	UDL64	25.75	348.55	241.2									
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	I	2	UNCDX	UDL64	29.74	348.55	241.2	0	0							
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	I	3	UNCDX	UDL64	47.27	348.55	241.2	0	0							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	I		UNC1X	1L5XX	0.4523											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85	
	Channelization - Channel System DS1 to DS0 combination Per Month	I		UNC1X	MQ1	126.22	198.22	123.59	31.03	19.75			14.75	6.55	10.7		
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)	I		UNCDX	1D1DD	1.86	12.02	8.66									
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1	I	1	UNCDX	UDL64	25.75	348.55	241.2	0	0			18.94	8.42			

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring					Nonrecurring					
											Disconnect					
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2	I	2	UNCDX	UDL64	29.74	348.55	241.2	0	0			18.94	8.42		
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3	I	3	UNCDX	UDL64	47.27	348.55	241.2	0	0			18.94	8.42		
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)	I		UNCDX	1D1DD	1.86	12.02	8.66								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	I	1	UNC1X	USLXX	55.53	443.2	138.69								
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	I	2	UNC1X	USLXX	64.13	443.2	138.69	0	0						
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	I	3	UNC1X	USLXX	101.93	443.2	138.69	0	0						
	Interface Transport - Dedicated - DS1 combination - Per Mile Per Month	I		UNC1X	1L5XX	0.4523										
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC1X	UNCCC		12.97	11.27	12.61	12.61			15.72	15.72		
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1	I	1	UNC1X	USLXX	55.53	443.2	138.69								
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2	I	2	UNC1X	USLXX	64.13	443.2	138.69	0	0						
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3	I	3	UNC1X	USLXX	101.93	443.2	138.69	0	0						
	Interface Transport - Dedicated - DS3 combination - Per Mile Per Month	I		UNC3X	1L5XX	2.72										
	Interface Transport - Dedicated - DS3 - Facility Termination per month	I		UNC3X	U1TF3	788	198.45	153.15	95.4	35.99			33.63	27.49	19.88	11.85
	DS3 to DS1 Channel System combination per month	I		UNC3X	MQ3	137.73	103.24	87.41	0	18.12						
	DS3 Interface Unit (DS1 COCI) combination per month	I		UNC1X	UC1D1	11.02	12.02	8.66								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1	I	1	UNC1X	USLXX	55.53	443.2	138.69	0	0			18.94	8.42		
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2	I	2	UNC1X	USLXX	64.13	443.2	138.69	0	0			18.94	8.42		
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3	I	3	UNC1X	USLXX	101.93	443.2	138.69	0	0			18.94	8.42		
	DS3 Interface Unit (DS1 COCI) combination per month	I		UNC1X	UC1D1	11.02	12.02	8.66								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC3X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1	I	1	UNCVX	UEAL2	16.84	104.14	78.1	0	0			18.94	8.42		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL2	19.45	104.14	78.1	0	0			18.94	8.42		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3	I	3	UNCVX	UEAL2	30.92	104.14	78.1	0	0			18.94	8.42		
	Interface Transport - Dedicated - 2-wire VG combination - Per Mile Per Month	I		UNCVX	1L5XX	0.0222										
	Interface Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month	I		UNCVX	U1TV2	17.07	79.61	36.08					18.94	18.94		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNCVX	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1	I	1	UNCVX	UEAL4	22.26	206.95	170.57	0	0			18.94	8.42		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL4	25.7	206.95	170.57	0	0			18.94	8.42		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3	I	3	UNCVX	UEAL4	40.86	206.95	170.57	0	0			18.94	8.42		
	Interface Transport - Dedicated - 4-wire VG combination - Per Mile Per Month	I		UNCVX	1L5XX	0.0222										
	Interface Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month	I		UNCVX	U1TV4	17.07	79.61	36.08					18.94	18.94		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNCVX	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month	I		UNC3X	1L5ND	8.9										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month	I		UNC3X	UE3PX	390.34	639.5	426.4	122.31	119.14						
	Interface Transport - Dedicated - DS3 - Per Mile per month	I		UNC3X	1L5XX	2.72										
	Interface Transport - Dedicated - DS3 combination - Facility Termination per month	I		UNC3X	U1TF3	788	198.45	153.15	95.4	35.99			37.55	37.55	18.03	18.03
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNC3X	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month	I		UNCSX	1L5ND	8.9										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month	I		UNCSX	UDLS1	421.59	639.5	426.4	122.31	119.14						
	Interface Transport - Dedicated - STS1 combination - Per Mile per month	I		UNCSX	1L5XX	2.72										
	Interface Transport - Dedicated - STS1 combination - Facility Termination per month	I		UNCSX	U1TFS	783.63	198.45	449.91	95.4	35.99			37.55	37.55	18.03	18.03
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	I		UNCSX	UNCCC		12.97	11.27	12.61	12.61			45.46	15.72		
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1	I	1	UNCNX	U1L2X	21.89	233.38	180.38								
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2	I	2	UNCNX	U1L2X	25.27	233.38	180.38								
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3	I	3	UNCNX	U1L2X	40.17	233.38	180.38								
	Interface Transport - Dedicated - DS1 combination - Per Mile	I		UNC1X	1L5XX	0.4523										
	Interface Transport - Dedicated - DS1 combination - Facility Termination per month	I		UNC1X	U1TF1	78.47	194.63	141.51	132.25	46.16			33.63	27.49	19.88	11.85
	Channelization - Channel System DS1 to DS0 combination - per month	I		UNC1X	MQ1	126.22	198.22	123.59	31.03	19.75			14.75	6.55	10.7	

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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring				Nonrecurring					
						Disconnect									
						Rec	First	Add'l		First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU					0.0006757									
	Tandem Trunk Port - Shared, Per MOU					0.0002126									
	Common Transport														
	Common Transport - Per Mile, Per MOU					0.000008									
	Common Transport - Facilities Termination Per MOU					0.0004152									
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59									
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26									
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	10.8									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	12.47									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	19.83									
	2-Wire Voice Grade Line Port Rates (Res)														
	2-Wire voice unbundled port - residence	I		UEPRX	UEPRL	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire voice unbundled port with Caller ID - res	I		UEPRX	UEPRC	1.79	22.14	15.25	8.45	3.91		37.06	7.88		
	2-Wire voice unbundled port outgoing only - res	I		UEPRX	UEPRO	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)	I		UEPRX	UEPAP	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	FEATURES														
	All Features Offered	I		UEPRX	UEPVF	0	0	0				33.67	7.88		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)	I		UEPRX	LNPCX	0.35									
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is	I		UEPRX	USAC2		2.01	0.3108				33.67	7.88		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with	I		UEPRX	USACC		2.01	0.3108				33.67	7.88		
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity	I		UEPRX	USAS2	0	0	0							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Zone 1		1			12.59									
	2-Wire VG Loop/Port Combo - Zone 2		2			14.26									
	2-Wire VG Loop/Port Combo - Zone 3		3			21.62									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	10.8									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	12.47									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	19.83									
	2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice unbundled port without Caller ID - bus	I		UEPBX	UEPBL	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire voice unbundled port with Caller + E484 ID - bus	I		UEPBX	UEPBC	1.79	22.14	15.25	8.45	3.91		33.67	7.88	11.17	3.91
	2-Wire voice unbundled port outgoing only - bus	I		UEPBX	UEPBO	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire voice unbundled incoming only port with Caller ID - Bus	I		UEPBX	UEPB1	1.79	22.14	15.25	8.45	3.91		33.67	7.88		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)	I		UEPBX	LNPCX	0.35									
	FEATURES														

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring					Nonrecurring					
											Disconnect					
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	All Features Offered	I		UEPBX	UEPVF	0	0	0					33.67	7.88		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is	I		UEPBX	USAC2		2.01	0.3108					33.67	7.88		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with			UEPBX	USACC		2.01	0.3108								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity	I		UEPBX	USAS2								33.67	7.88		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1				12.59									
	2-Wire VG Loop/Port Combo - Zone 2		2				14.26									
	2-Wire VG Loop/Port Combo - Zone 3		3				21.62									
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX		10.8									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX		12.47									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX		19.83									
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res	I		UEPRG	UEPRD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)	I		UEPRG	LNPCP	3.5										
	FEATURES															
	All Features Offered	I		UEPRG	UEPVF	0	0	0					33.67	7.88		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-	I		UEPRG	USAC2		2.01	0.3108					33.67	7.88		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change	I		UEPRG	USACC		2.01	0.3108					33.67	7.88		
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0	0	0								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group	I					14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1				12.59									
	2-Wire VG Loop/Port Combo - Zone 2		2				14.26									
	2-Wire VG Loop/Port Combo - Zone 3		3				21.62									
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX		10.8									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX		12.47									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX		19.83									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus	I		UEPPX	UEPPC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	Line Side Unbundled Outward PBX Trunk Port - Bus	I		UEPPX	UEPPO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	Line Side Unbundled Incoming PBX Trunk Port - Bus	I		UEPPX	UEPP1	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Ports	I		UEPPX	UEPLD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port	I		UEPPX	UEPXA	1.79	22.14	15.25	8.45	3.91			37.06	7.88		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports	I		UEPPX	UEPXB	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port	I		UEPPX	UEPXC	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port	I		UEPPX	UEPXD	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port	I		UEPPX	UEPXE	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port	I		UEPPX	UEPXL	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port	I		UEPPX	UEPXM	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port	I		UEPPX	UEPXO	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port	I		UEPPX	UEPXS	1.79	22.14	15.25	8.45	3.91			33.67	7.88		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)	I		UEPPX	LNPCP	3.15										

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring				Nonrecurring					
						Disconnect									
						Rec	First	Add'l		First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN
FEATURES															
	All Features Offered	I		UEPPX	UEPVF	0	0	0				33.67	7.88		
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED		I													
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-	I		UEPPX	USAC2	2.01	0.3108					33.67	7.88		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC	2.01	0.3108					33.67	7.88		
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0	0	0							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group	I				14.64	14.64					19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo - Zone 1	I				12.69									
	2-Wire VG Coin Port/Loop Combo - Zone 2	I				14.36									
	2-Wire VG Coin Port/Loop Combo - Zone 3	I				21.72									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	10.8									
	2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	12.47									
	2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	19.83									
2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way with Operator Screening (GA)	I		UEPCO	UEPGC	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)	I		UEPCO	UEP2G	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)	I		UEPCO	UEPGA	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)	I		UEPCO	UEPGB	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)	I		UEPCO	UEPCH	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)	I		UEPCO	UEPRJ	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)	I		UEPCO	UEPCQ	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)	I		UEPCO	UEPCK	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)	I		UEPCO	UEPCR	1.89	22.14	15.25	8.45	3.91		33.67	7.88		
ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)	I		UEPCO	URECU	3.59	0	0							
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)	I		UEPCO	LNPCX	0.35									
FEATURES															
	All Features Offered	I		UEPCO	UEPVF	0	0	0				18.94	8.42		
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is	I		UEPCO	USAC2	2.01	0.3108					33.67	7.88		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with	I		UEPCO	USACC	2.01	0.31					33.67	7.88		
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity	I		UEPCO	USAS2	0	0					33.67	7.88		
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			28.19									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.8									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			42.27									
UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	I	1	UEPPX	UECD1	16.84	104.78	78.1				19.99	19.99	19.99	19.99
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	I	2	UEPPX	UECD1	19.45	104.78	78.1				19.99	19.99	19.99	19.99
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	I	3	UEPPX	UECD1	30.92	104.78	104.1				19.99	19.99	19.99	19.99
UNE Port Rate															
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	11.35	61.91	61.91				19.99	19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is	I		UEPPX	USAC1	93.38	93.38					19.99	19.99	19.99	19.99

NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring			Nonrecurring							
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes	I		UEPPX	USA1C		93.38	93.38					19.99	19.99	19.99	19.99
ADDITIONAL NRCs																
Telephone Number/Trunk Group Establishment Charges																
	DID Trunk Termination (One Per Port)	I		UEPPX	NDT	0	0	0					19.99	19.99	19.99	19.99
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers	I		UEPPX	NDZ	0	0	0					19.99	19.99	19.99	19.99
	Additional DID Numbers for each Group of 20 DID Numbers	I		UEPPX	ND4	0	0	0					19.99	19.99	19.99	19.99
	DID Numbers, Non- consecutive DID Numbers , Per Number	I		UEPPX	ND5	0	0	0			19.99					
	Reserve Non-Consecutive DID numbers	I		UEPPX	ND6	0	0	0			19.99					
	Reserve DID Numbers	I		UEPPX	NDV	0	0	0			19.99					
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)	I		UEPPX	LNPCP	3.15										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	I	1	UEPPB UEPPR		35.36										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	I	2	UEPPB UEPPR		38.74										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	I	3	UEPPB UEPPR		53.64										
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1	I	1	UEPPB UEPPR	USL2X	21.89	252.32	188.77					19.99	19.99	19.99	19.99
	2-Wire ISDN Digital Grade Loop - UNE Zone 2	I	2	UEPPB UEPPR	USL2X	25.27	252.32	188.77					19.99	19.99	19.99	19.99
	2-Wire ISDN Digital Grade Loop - UNE Zone 3	I	3	UEPPB UEPPR	USL2X	40.17	252.32	188.77					19.99	19.99	19.99	19.99
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	13.47	47.37						19.99	19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion	I		UEPPB UEPPR	USACB	0	93.38	93.38					19.99	19.99	19.99	19.99
ADDITIONAL NRCs																
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actv - Non Feature/Add Trunk	I		UEPPB UEPPR	USASB		165.95						19.99	19.99	19.99	19.99
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)	I		UEPPB UEPPR	LNPCX	0.35	0	0								
B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0	0	0								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0	0	0								
	CSD			UEPPB UEPPR	U1UCC	0	0	0								
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
USER TERMINAL PROFILE																
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0	0	0								
VERTICAL FEATURES																
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0	0	0								
INTEROFFICE CHANNEL MILEAGE																
	Interoffice Channel mileage each, including first mile and facilities termination	I		UEPPB UEPPR	M1GNC	16.47	79.61	36.08					19.99	19.99	19.99	19.99
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0222	0	0			0					
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		218.69										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		227.29										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		265.09										

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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring					Nonrecurring					
											Disconnect					
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk	I		UEPDC	UDTTA		28.71	28.71					19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk	I		UEPDC	UDTTB		28.71	28.71					19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID	I		UEPDC	UDTTC		28.71	28.71					19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID	I		UEPDC	UDTTD		28.71	28.71					19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans	I		UEPDC	UDTTE		28.71	28.71					19.99	19.99	19.99	19.99
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS - Superframe Format	I		UEPDC	CCOSF		0	600					19.99	19.99	19.99	19.99
	B8ZS - Extended Superframe Format	I		UEPDC	CCOEF		0	600					19.99	19.99	19.99	19.99
	Alternate Mark Inversion															
	AMI -Superframe Format			UEPDC	MCOSF		0	0								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0	0								
	Telephone Number/Trunk Group Establishment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0										
	Telephone Number for 1-Way Outward Trunk Group	I		UEPDC	UDTGY	0						19.99				
	Telephone Number for 1-Way Inward Trunk Group Without DID	I		UEPDC	UDTGZ	0						19.99				
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers	I		UEPDC	NDZ	0	0	0				19.99				
	DID Numbers for each Group of 20 DID Numbers	I		UEPDC	ND4	0						19.99				
	DID Numbers, Non- consecutive DID Numbers , Per Number	I		UEPDC	ND5	0						19.99				
	Reserve Non-Consecutive DID Nds.	I		UEPDC	ND6	0	0	0				19.99				
	Reserve DID Numbers	I		UEPDC	NDV	0	0	0				19.99				
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)	I		UEPDC	1LNO1	78.47	147.07	111.75	0	0			19.99	19.99	19.99	19.99
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.4523	0	0								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0	0	0								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.4523	0	0								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0	0	0	0							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.4523	0	0								
	Local Number Portability, per DSO Activated	I		UEPDC	LNPCP	3.15	0	0	0							
	Central Office Terminating Point			UEPDC	CTG	0										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1	I	1	UEPMG	USLDC	55.53	0	0								
	4-Wire DS1 Loop - UNE Zone 2	I	2	UEPMG	USLDC	64.13	0	0								
	4-Wire DS1 Loop - UNE Zone 3	I	3	UEPMG	USLDC	101.93	0	0								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1	I		UEPMG	VUM24	102.64	0	0								
	48 DSO Channel Capacity - 1 per 2 DS1s	I		UEPMG	VUM48	205.28	0	0								
	96 DSO Channel Capacity -1per 4 DS1s	I		UEPMG	VUM96	410.56	0	0								
	144 DSO Channel Capacity - 1 per 6 DS1s	I		UEPMG	VUM14	615.84	0	0								
	192 DSO Channel Capacity -1 per 8 DS1s	I		UEPMG	VUM19	821.12	0	0								
	240 DSO Channel Capacity - 1 per 10 DS1s	I		UEPMG	VUM20	1026.4	0	0								
	288 DSO Channel Capacity - 1 per 12 DS1s	I		UEPMG	VUM28	1231.68	0	0								
	384 DSO Channel Capacity - 1 per 16 DS1s	I		UEPMG	VUM38	1642.24	0	0								
	480 DSO Channel Capacity - 1 per 20 DS1s	I		UEPMG	VUM40	2052.8	0	0								
	576 DSO Channel Capacity -1 per 24 DS1s	I		UEPMG	VUM57	2463.36	0	0								
	672 DSO Channel Capacity - 1 per 28 DS1s	I		UEPMG	VUM67	2873.92	0	0								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes	I		UEPMG	USAC4	0	328.35	16.52					19.99	19.99	19.99	19.99
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
	New (Not Currently Combined) In Georgia & Tennessee Only															

Attachment 1
Table 1
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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring			Nonrecurring						
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN
FEATURES															
	All Features Offered			UEPRX	UEPVF	0	0	0							
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.5	41.5							
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.5	41.5							
ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0	0							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1				24.8								
	2-Wire VG Loop/Port Combo - Zone 2		2				26.47								
	2-Wire VG Loop/Port Combo - Zone 3		3				33.83								
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX		10.8								
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX		12.47								
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX		19.83								
2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14	90	90				33.67	7.88		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14	90	90				33.67	7.88		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14	90	90				33.67	7.88		
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35									
FEATURES															
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.5	41.5							
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.5	41.5							
ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0	0							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1				24.8								
	2-Wire VG Loop/Port Combo - Zone 2		2				26.47								
	2-Wire VG Loop/Port Combo - Zone 3		3				33.83								
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX		10.8								
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX		12.47								
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX		19.83								
2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14	90	90				33.67	7.88		
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15									
FEATURES															
NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.5	41.5							
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.5	41.5							
ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0	0							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99	19.99	19.99	19.99
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1				24.8								

**BellSouth/MCI
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NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring				Nonrecurring					
						Disconnect									
						Rec	First	Add'l		First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 2		2			26.47									
	2-Wire VG Loop/Port Combo - Zone 3		3			33.83									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	10.8									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	12.47									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	19.83									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14	90	90				33.67	7.88		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14	90	90				33.67	7.88		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14	90	90				33.67	7.88		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14	90	90				33.67	7.88		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15									
	FEATURES														
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2	41.5	41.5								
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC	41.5	41.5								
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0	0								
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring					0	0								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64					19.99	19.99	19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT														
	UNE Port/Loop Combination Rates														
	2-Wire VG Coin Port/Loop Combo - Zone 1					24.8									
	2-Wire VG Coin Port/Loop Combo - Zone 2					26.47									
	2-Wire VG Coin Port/Loop Combo - Zone 3					33.83									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	10.8									
	2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	12.47									
	2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	19.83									
	2-Wire Voice Grade Line Port Rates (Coin)														
	2-Wire Coin 2-Way with Operator Screening (GA)			UEPCO	UEPGC	14	90	90				33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (GA)			UEPCO	UEP2G	14	90	90				33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (GA)			UEPCO	UEPGA	14	90	90				33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and 900/976 Blocking (GA)			UEPCO	UEPGB	14	90	90				33.67	7.88		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (GA)			UEPCO	UEPCH	14	90	90				33.67	7.88		
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEPCO	UEPRJ	14	90	90				33.67	7.88		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	14	90	90				33.67	7.88		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35									
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2	41.5	41.5								
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC	41.5	41.5								

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	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring								
							Disconnect										
						Rec	First	Add'l	First	Add'l	SOMGA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2	0	0									
OPERATIONAL SUPPORT SYSTEMS																	
	OSS Order charge, per 1,000 LSRs received from MCI by one or more of the OSS										550						
	OSS Order charge, per 1,000 LSRs received from MCI by one or more of the OSS										110						

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CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec					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
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
		ISP-bound Traffic															
		ISP-bound Traffic, per MOU (June 14, 2001 through December 13, 2001)	I				0.0015000										
		ISP-bound Traffic, per MOU (December 14, 2001 through June 13, 2003)	I				0.0010000										
		ISP-bound Traffic, per MOU (June 14, 2003 forward)	I				0.0007000										
		END OFFICE SWITCHING															
		End Office Switching Function, Per MOU	I		OHD		0.0016330										
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU	I		OHD		0.0011009										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)	I		OHD		0.0011009										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0	I		OHD	TPP++		\$333.28	\$56.84								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	\$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	\$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	\$0.00										
		** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		0.000008										
		Common Transport - Facilities Termination Per MOU			OHD		0.0004152										
		NOTE: For ISP Bound Traffic, End Office Switching, Tandem Switching and Common Transport, rates apply up to and including June 13, 2001, FCC rates apply thereafter.															
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per			OHL, OHM	1L5NF	\$0.0222										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	\$17.07	\$79.61	\$36.08								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	\$0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month	I		OHL, OHM	1L5NK	\$16.45	\$79.61	\$36.08								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	\$0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month	I		OHL, OHM	1L5NK	\$16.45	\$79.61	\$36.08								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1L5NL	\$0.4523										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1MS	1L5NL	\$78.47	\$147.07	\$111.75								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month	I		OH3 OH3MS	1L5NM	\$2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month	I		OH3 OH3MS	1L5NM	\$788.00	\$511.1	\$330.77	\$122.31	\$119.14						
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month	I		OHL OHM	TEFV2	\$13.91	\$382.95	\$62.4								
		Local Channel - Dedicated - 4-Wire Voice Grade per month	I		OHL OHM	TEFV4	\$14.99	\$368.44	\$64.05								
		Local Channel - Dedicated - DS1 per month	I		OH1	TEFHG	\$38.36	\$356.15	\$312.89								
		Local Channel - Dedicated - DS3 Facility Termination per month	I		OH3	TEFHJ	\$515.91	\$639.50	\$426.31	\$122.31	\$119.14						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00									
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System	I		OH1 OH1MS	SATN1	\$126.22	\$198.22	\$123.59	\$31.03	\$19.75						
		DS3 to DS1 Channel System per month	I		OH3 OH3MS	SATNS	\$182.04	\$280.66	\$195.33	\$83.10	\$59.96						
		DS3 Interface Unit (DS1 COC1) per month	I		OH1 OH1MS	SATCO	\$11.02	\$12.02	\$8.66								

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CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
							Rec	Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		\$3,755.00	\$3,755.00								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		\$3,130.00	\$3,130.00								
		Physical Collocation - Space Preparation Fee Per Square Ft.	I		CLO	PE1BB		\$100.00	\$100.00								
		Physical Collocation - Cable Installation	I		CLO	PE1BD		\$1,693.00	\$1,693.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	\$4.47										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.	I		CLO	PE1PK	\$4.47										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	\$19.26										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	\$5.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$38.27										
					UEANL,UEA,UDN,U DC,UAL,UHL,UCL, UEQ	PE1P2	\$0.030	\$33.76	\$31.86								
		Physical Collocation - 2-Wire Cross-Connects	I		UEPSR,UEPSB	PE1LS	\$0.030	\$33.76	\$31.86								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		CLO	PE1P4	\$0.061	\$33.77	\$31.80								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	\$1.13	\$53.05	\$39.99								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	\$14.43	\$52.14	\$38.71								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	\$2.86	\$52.14	\$38.72								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	\$5.08	\$64.74	\$51.31								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	\$187.36										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	\$18.38										
		Co-Carrier Cross-Connect-Copper or Coaxial Cable Support Structure-Per linear ft.	I		CLO	PE1DS	\$0.004	\$540.00	\$540.00								
		Co-Carrier Cross-Connect-Fiber Cable Support Structure-Per linear ft.	I		CLO	PE1ES	\$0.003	\$540.00	\$540.00								
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	\$40.00										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	\$0.058	\$55.51	\$55.51								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		\$15.56	\$15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		\$34.22	\$45.50								
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		\$26.16	\$26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		\$26.16	\$26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,148.00	\$2,148.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	\$0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		CLO	PE1B2	\$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		CLO	PE1B4	\$52.31										
		Collocation Cable Records - per request *	I		CLO	PE1CR		\$1,706.00	\$1,164.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		\$922.38	\$922.38								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		\$18.00	\$18.00								
		Collocation Cable Records - DS1, per T1T1E *	I		CLO	PE1C1		\$8.43	\$8.43								
		Collocation Cable Records - DS3, per T3T1E *	I		CLO	PE1C3		\$29.49	\$29.49								
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		\$278.61	\$278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		\$33.81	\$21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		\$44.03	\$27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		\$54.26	\$33.92								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	\$0.119										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	\$5.76										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	\$0.03	\$33.76	\$31.86								
					UEA,UHL,UDL,UCL												
		Adjacent Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	\$0.061	\$33.77	\$31.80								
		Adjacent Collocation - DS1 Cross-Connects	I		USL,CLO	PE1P1	\$1.13	\$53.05	\$39.99								
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	\$14.43	\$52.14	\$38.71								
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	\$2.86	\$52.14	\$38.72								
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	\$5.08	\$64.74	\$51.31								
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		\$3,150.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	\$5.52										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	\$11.05										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	\$16.58										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	\$38.27										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *	I		CLO	PE1RA		\$931.61	\$931.61								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$25.88	\$25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$229.02	\$229.02								

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CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES								
													Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
											Nonrecurring									
											Nonrecurring								Disconnect	
							Rec	First	Add'l	First	Add'l									
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE		\$74.22	\$74.22											
		* Interim rates which are subject to true-up.																		
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS 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	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	\$2.03	\$0.51									
		RCF, per number ported (Residence Line)				TNPRL	\$2.03	\$0.51									
		RCF, add'l capacity for simultaneous call forwarding, per additional path					\$0.2836										
		RCF, per service order, per location (Business)	I			TNPBD		\$2.10	\$2.10			\$3.50		\$19.99	\$19.99	\$19.99	\$19.99
		RCF, per service order, per location (Residence)	I			TNPRD		\$2.10	\$2.10			\$3.50		\$19.99	\$19.99	\$19.99	\$19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		\$0.93									
		DID per number ported (Business)				TNPDB		\$0.93									
		DID per service order, per location (Residence)				TNPRD		\$2.10	\$2.10								
		I				TNPBD		\$2.10	\$2.10			\$3.50		\$19.99	\$19.99	\$19.99	\$19.99
		DID, per trunk termination, Initial	I			TNP12	\$10.73	\$135.47				\$3.50		\$19.99	\$19.99	\$19.99	\$19.99
		DID, per trunk termination, Subsequent	I			TNP12	\$10.73	\$39.53				\$3.50		\$19.99	\$19.99	\$19.99	\$19.99
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	

BellSouth/MCIm
Unbundled Network Elements
GEORGIA

Attachment 1
Table 1
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS 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	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/EDOUF/ADUF/CMDs																	
		ACCESS DAILY USAGE FILE (ADUF)															
		ADUF: Message Processing, per message	I			N/A	\$0.0136327										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000434										
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message				N/A	\$0.0001275										
		ODUF: Message Processing, per message	I			N/A	\$0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	\$28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.0000434										
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDs)															
		CMDs: Message Processing, per message	I			N/A	\$0.004										
		CMDs: Data Transmission (CONNECT:DIRECT), per message	I			N/A	\$0.001										

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LOCAL RESALE**

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ATTACHMENT 2**LOCAL RESALE****Section 1. General Terms and Conditions for Resale**

1.1 At the request of MCIIm, and pursuant to the requirements of the Act, State Commission rulings, and FCC Rules and Regulations in effect, BellSouth shall make available to MCIIm for resale any retail Telecommunications Service that BellSouth currently provides or may offer hereafter, including, but not limited to, vertical features and extended area service plans. The retail Telecommunications Services provided by BellSouth to MCIIm pursuant to this Agreement are collectively referred to as "Local Resale."

1.1.1 Local Resale shall include all Telecommunications Services offered by BellSouth to parties other than Telecommunications Carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. Any service offering to end users on a retail basis out of the access tariffs that does not comport with the Act or the any rules or regulations promulgated thereunder, is subject to the resale discount requirements.

1.2 BellSouth will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of its Telecommunications Services.

1.3 Features and Functions available for Resale. For all Telecommunications Services purchased by MCIIm for resale as provided herein, BellSouth shall make available to MCIIm all functions and features associated with any particular Telecommunications Service to the same extent such functions and features are made available to BellSouth's retail customers for that particular Telecommunications Service. Such features and functions may include, but shall not be limited to:

- (a) Dial tone and ring
- (b) Capability for either dial pulse or touch tone recognition
- (c) Capability to complete calls to any location
- (d) 1+ IntraLATA toll calling
- (e) 1+ InterLATA toll calling
- (f) CIC ("dial around") dialing (10-10-XXX)

1.4 BellSouth shall provide MCIIm advance notice, via Internet posting of price changes and promotions and of discontinuance or grandfathering of services, or features or functions of services available for resale, and introduction of any services or features or functions of services. Such notice shall be the greater of

45 days or the amount of time provided to BellSouth's own retail sales organization.

1.5 Pursuant to 47 CFR 51.617 (b), any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth from the appropriate interexchange carrier. No such switched access charges are to be assessed to MCIIm, unless MCIIm is acting as the interexchange carrier.

1.6 Pursuant to 47 CFR Section 51.617 (a), BellSouth will bill MCIIm end user common line charges, and the charge for changing the designated primary interexchange carrier, identical to the end user common line charges BellSouth bills its end users. No wholesale discount shall apply to these charges.

1.7 BellSouth will provide MCIIm with at least the capability to provide an MCIIm subscriber with the same level of service quality as BellSouth provides its own subscribers, subsidiaries, Affiliates, end-users or any third party with respect to all Telecommunications Services.

1.8 The specific business process requirements and OSS interface requirements for Local Resale are set forth in Attachment 8 of this Agreement.

1.9 BellSouth shall make available Telecommunications Services for resale at the wholesale discount set forth in Exhibit A of this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates or the exclusions and limitations. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

1.10 MCIIm may purchase resale services from BellSouth for its own use in operating its business, as long as MCIIm orders services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate resale account teams pursuant to Attachment 8 of this Agreement.

1.11 MCIIm will be the customer of record for all Local Resale purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from MCIIm for all Local Resale.

1.12 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

1.13 Local Resale is furnished subject to the condition that it will not be used for any unlawful purpose.

1.14 The Parties will work cooperatively with each other and with law enforcement agencies to address any unlawful use of service. Any potential or perceived unlawful use of service by an MCIIm end user will be referred to MCIIm for resolution with the proper authorities.

1.15 BellSouth's Inside Wire Maintenance Service Plan shall be made available for resale to MCIIm at the same rates, terms and conditions as BellSouth provides to its own end users and without the wholesale discount.

1.16 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to MCIIm in accordance with FCC rules and will be filed in BellSouth's FCC No. 1. This charge will not be discounted.

Section 2. Provision of Services Available for Resale.

2.1 MCIIm may resell Telecommunications Services subject to Exhibit B of this Attachment and the following:

2.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions (i.e., cross-class selling).

2.1.2 Usage allowances described in BellSouth's Tariffs for any particular service (e.g., by way of example only and not as a limitation, directory assistance free usage allowance) shall not be aggregated by MCIIm for more than one end user. Volume discount offerings (e.g., by way of example only and not as a limitation, Watsaver® service) may be aggregated by MCIIm for multiple end users.

2.1.3 MCIIm shall not resell Telecommunications Services in a geographic area in which MCIIm is not authorized by law to provide exchange service or exchange access.

2.2 BellSouth shall ensure that tariff restrictions regarding resale shall be consistent with the orders of the State Commission and FCC orders pertaining to resale.

2.3 Requirements for Specific Services

2.3.1 Lifeline and Link-up. BellSouth shall make available for resale in accordance with Exhibit B to this Attachment and with Commission and FCC rules and regulations Lifeline and Link-up Services on the terms and

conditions set forth in BellSouth's applicable tariffs. Such services shall be available to MCI for resale only to those MCI subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Linkup. MCI shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth, such programs shall be offered to MCI on terms and conditions as required by Applicable Law.

2.3.2 Grandfathered Services. BellSouth shall offer for resale to MCI all grandfathered services on the same terms and conditions under which such services are offered to BellSouth's retail end users. Such services will be available for resale only to those MCI subscribers who would be eligible to purchase the service from BellSouth. For purposes of this Attachment, a grandfathered service is a service that BellSouth offers to retail end users who were subscribers of such service at the time the service was grandfathered, but which BellSouth does not make available to new end users or to end users who were not subscribers of such service at the time the service was grandfathered.

2.3.3 N11 Service. BellSouth shall make available for resale any new and existing N11 services in accordance with Exhibit B. MCI shall have the right to resell 911 or E911 services, in accordance with Exhibit B.

2.3.4 Customer Specific Offerings including Contract Service Arrangements and Other Customer Specific Offerings ("CSAs"). CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with State Commission and FCC Rules and Regulations less the wholesale discount set forth in Exhibit A.

2.3.5 Promotions.

2.3.5.1 For purposes of this Agreement, a BellSouth promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCI, for example, by offering a sequential series of 90-day or less promotional rates to BellSouth subscribers.

2.3.5.2 BellSouth shall make Telecommunications Services subject to short-term promotions available to MCI at the short term promotional rate, according to Exhibit B, or the discounted resale rate, according to Exhibit A, at MCI's option.

2.3.5.3 MCIIm shall offer a promotion obtained from BellSouth to customers who would qualify for the promotion if they received it directly from BellSouth; however, MCIIm shall otherwise remain free to package and price the resold promotion without restriction. A BellSouth promotion for a particular service shall not limit MCIIm's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the promotion.

2.3.6 Special assemblies for Telecommunications Services shall be available for resale, at the same terms and conditions offered to BellSouth's end users, and in accordance with State and FCC Rules and Regulations. Special assembly shall be made available for resale at the price of the special assembly less the wholesale discount.

2.3.7 To the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, BellSouth shall offer such services on the same terms and conditions to MCIIm at the wholesale discount rate specified in Exhibit A to this Attachment.

2.3.8 Pay Phone Service

2.3.8.1 BellSouth shall make available to MCIIm for resale all public telephone access services (pay phone), including all local services, features, and functionalities and with at least the same level of standards as BellSouth provides such services to its affiliates and independent pay telephone providers. Such services shall be made available at discounts as set forth in Exhibit A and subject to the terms of Exhibit B of this Attachment.

2.3.9 Voice Mail Service

2.3.9.1 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount for use in conjunction with voice mail services:

- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- CF/Busy (Call Forward Busy Line)
- CF/DA (Call Forward Don't Answer)

2.3.9.2 The services listed in BellSouth's Messaging Services Information Package shall be made available for resale without the wholesale discount, on an integrated basis.

2.3.10 Hospitality Service. BellSouth shall provide to MCIIm, for resale at the wholesale discount, hospitality lines (e.g., hotel/motel and hospital) with the same features and functions that it provides to its own end users.

2.3.11 BellSouth shall provide for resale all Advanced Intelligent Network ("AIN") services, and all features and functions available with such services, under the same terms and conditions as BellSouth makes them available to its own retail customers.

Section 3. Maintenance of Services:

3.1 All maintenance of Services for resale will be done according to the maintenance requirements of Attachment 8 of this Agreement.

Section 4. Establishment of Services:

4.1 Establishment of Services for resale will be done according to the requirements of Attachment 8 of this Agreement.

Section 5. Payment and Billing Arrangements

5.1 Payment and billing arrangements for resale will be done according to the requirements of Attachment 8 of this Agreement. BellSouth will not perform billing and collection services on MCIIm's behalf for MCIIm's end users as a result of the execution of this Agreement.

Section 6. Discontinuance of Service

6.1 Discontinuance of Service to MCIIm and MCIIm's end users will be subject to the provisions of Attachment 8 of this Agreement.

Section 7. Applicable OSS Rates

7.1 Rates applicable to OSS for resale are set forth in Attachment 1, Table 1 of this Agreement.

EXHIBIT A
PAGE 1 OF 1

APPLICABLE DISCOUNTS

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

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

- * When MCIm provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if MCIm provides its own operator services and directory services, the discount shall be 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

Exhibit B
Page 1 of 2
**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No		No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 3	Note 3	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	Voice mail/messaging services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Type of Service		MS		NC		SC		TN			
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?		
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
3.	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No		
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No		
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
7.	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes		
8.	AdWatch SM Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
9.	Voice mail/messaging services	Yes	No	Yes	No	Yes	No	Yes	No		
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No		

Exhibit B
Page 2 of 2

11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
4. A dWatchSM Service is tarified as BellSouth[®] AIN Virtual Number Call Detail Service.

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ATTACHMENT 3

NETWORK ELEMENTS

Section 1. Introduction

1.1 BellSouth shall provide unbundled Network Elements in accordance with this Agreement and all Applicable Law. The price for each unbundled Network Element is set forth in Attachment I of this Agreement. MCI may order unbundled Network Elements and combinations of unbundled Network Elements in accordance with this Agreement. MCI may order Existing Combinations and Typical Combinations as set forth in subsection 2.4 of this Attachment.

Section 2. Unbundled Network Elements

2.1 BellSouth shall offer Network Elements to MCI on an unbundled basis at rates and on terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement. BellSouth shall provide MCI with unbundled Network Elements of at least the same level of quality as BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party. If BellSouth denies MCI access to any unbundled Network Element based on a claim that it is not Technically Feasible, BellSouth shall have the full burden of proving that the provision of access to that Network Element is not Technically Feasible. To the extent BellSouth proves that provision of a Network Element is not Technically Feasible, BellSouth shall cooperate with MCI to identify alternative suitable arrangements.

2.2 BellSouth shall permit MCI to connect MCI's facilities or facilities provided to MCI by third parties with each of BellSouth's unbundled Network Elements at any Technically Feasible Demarcation Point, and BellSouth shall provide MCI access to the MCI side of such Demarcation Points.

2.3 MCI may use one or more unbundled Network Elements to provide any telecommunications service utilizing any feature, function, capability, or service option that such Network Element(s), or combination of Network Elements, are capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

2.3.1 MCI may, at its option, designate any Technically Feasible method of access to demarcation points of unbundled Network Elements, including access to demarcation points currently or previously in use.

2.3.2 MCI may, at its option, combine, at demarcation points, a Network Element with any other Network Element to the extent technically feasible.

2.4 At MCI's request, BellSouth shall provide Existing Combinations of Network Elements to MCI. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that MCI's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to MCI. At MCI's request, BellSouth shall provide Typical Combinations of Network Elements to MCI. Typical Combinations are those that are ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, MCI may order Typical Combinations of Network Elements, even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.

2.4.1 BellSouth's provision of Existing Combinations and Typical Combinations of Loop/Dedicated Transport must comply with the following requirements:

2.4.1.1 The Loop/Dedicated Transport combination must provide completed end-to-end Cross Connection of the channels designated by MCI.

2.4.1.2 The Loop/Dedicated Transport combination must provide multiplexing and/or concentration, format conversion, signaling conversion, and through-testing capabilities consistent with the underlying capabilities of the equipment deployed in the BellSouth network.

2.4.2 With respect to the Loop/Dedicated Transport combination, MCI will be responsible for all Channel Facility Assignment (CFA).

2.4.3 The Loop/Dedicated Transport combination may utilize either multiplexing concentration or digital Cross Connection technology without requiring MCI to collocate at all serving wire centers or at particular BellSouth serving wire centers. Types of these combinations include, but are not limited to, combinations of DS1 Transport and DS0 Loops and DS3 Transport and DS1 Loops.

2.4.4 BellSouth will not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combinations of Network Elements.

2.4.5 Unless requested by MCI, BellSouth will not separate Existing Combinations.

2.5 BellSouth will identify to MCI the location(s) of possible demarcation points available to MCI to access unbundled Network Elements and MCI will designate from these options the point(s) of demarcation between MCI's network and BellSouth's network. BellSouth shall not require that a Demarcation Point exist between Network Elements in Typical Combinations and Existing Combinations.

2.6 Subject to subsection 1.4.1 of Attachment 1 of this Agreement, with respect to individual Network Elements described in this Attachment, charges in Attachment 1 are inclusive and no other charges apply. BellSouth and MCI agree to attempt in good faith to resolve any alleged errors or omissions in Attachment 1.

2.7 This Attachment 3 describes the unbundled Network Elements which BellSouth shall provide to MCI in accordance with FCC Rules as of the Effective Date of this Agreement:

- Loop
- Subloop elements
- Network Interface Device
- Local Circuit Switching (subject to FCC Rules and this Attachment)
- Packet Switching (subject to FCC Rules and this Attachment)
- Interoffice Transmission Facilities
 - Shared Transport
 - Dedicated Transport
- Signaling and Call Related Databases
 - Signaling Link Transport
 - Signaling Transfer Points
 - AIN Platform and Architecture
- Tandem Switching
- Dark Fiber
- Loop Concentrator

2.8 In addition to the unbundled Network Elements set forth above, BellSouth shall provide to MCI access to the following Network Elements, in accordance with FCC Rules, that are described in Attachment 9 of this Agreement:

E911/911

2.9 In addition to Network Elements described in subsections 2.7 and 2.8, MCI may request Network Elements in accordance with the bona fide request process described in Part A of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to any other telecommunications carrier, BellSouth shall make available the same Network Element to MCI on rates, terms and conditions no less favorable to MCI than those provided to such other telecommunications carrier.

2.10 To the extent BellSouth, in the course of facility maintenance and repair, utilizes available spare facilities in implementing repairs, BellSouth shall utilize for MCI such spare facilities at Parity and on a nondiscriminatory basis.

2.11 BellSouth shall offer each Network Element individually and, at MCI's request, shall offer Typical Combinations and Existing Combinations. BellSouth shall not be required to offer combinations other than Typical Combinations and Existing Combinations, but MCI may order Network Elements individually and combine them itself into such other combinations. BellSouth shall not require MCI to combine Network Elements. BellSouth shall not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination.

Section 3. Standards for Network Elements

3.1 Each unbundled Network Element shall be furnished at a service level at least equal to the requirements set forth in the technical references referenced in Appendix 1 of this Attachment, as well as any performance or other requirements, identified herein. In the event Telcordia (formerly Bell Communications Research, Inc. ("Bellcore")), or industry standard (e.g., American National Standards Institute ("ANSI") technical reference or a more recent version of such reference sets forth a different requirement, MCI and BellSouth may agree, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCI are in conflict, MCI and BellSouth shall agree which requirements shall apply.

3.3 BellSouth shall provide each unbundled Network Element to MCI at Parity and on a nondiscriminatory basis.

3.3.1 BellSouth shall provide to MCI, upon request, engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are

not being met, BellSouth shall, within ten (10) days, use its best efforts to cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days, shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCI to determine that such deficiencies have been cured.

3.3.2 BellSouth agrees to work cooperatively with MCI to provide Network Elements that will meet MCI's needs in providing Telecommunications Services to its subscribers, to the extent the services provided by MCI are compatible with the type of Network Elements purchased by MCI.

3.4 Unless otherwise requested by MCI, each unbundled Network Element and the connections between unbundled Network Elements provided by BellSouth to MCI shall be made available to MCI at the same priority as BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other telecommunications carrier.

3.5 BellSouth shall provide MCI with Network Elements (including combinations as described in this Attachment) in compliance with the performance standards set forth in Attachment 10 of this Agreement.

3.6 BellSouth shall provide MCI with the reporting associated with Network Elements (including combinations as described in this Attachment) as set forth in Attachment 10 of this Agreement.

3.7 Technical and interface requirements are detailed in Appendix 1.

Section 4. Loop

4.1 Definition of Loop. A transmission facility between a distribution frame (or its equivalent) in BellSouth's Central Office and the Loop Demarcation Point (marking the end of BellSouth's control of the Loop) at an End-User Customer premises, including inside wire owned by BellSouth. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.

4.1.1 Special Construction. If a requested loop type is not available at a location requested by MCI and cannot be made available other than through the Special Construction process, then MCI can use the Special

Construction process to determine additional costs required to provide the loop type ordered. BellSouth shall not impose Special Construction charges on MCI in circumstances where BellSouth would not impose such charges on its own retail customer to provide the loop necessary to offer the services requested by the retail customer.

4.2 The provisioning of service to MCI will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop. Notwithstanding the foregoing, however, if MCI's certified vendor provides the cross-office cabling, BellSouth shall not charge MCI for such cross-office cabling.

4.3 BellSouth Order Coordination referenced in this Attachment includes two types: "Order Coordination" ("OC") and "Order Coordination - Time Specific" ("OC-TS").

4.3.1 "Order Coordination" refers to standard BellSouth service order coordination which is included in the price of SL2 voice loops and all digital loops. Order coordination is available as a chargeable option for unbundled copper loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and MCI advised. The Parties will work cooperatively to schedule the physical conversion at a time mutually acceptable to both Parties. Where scheduling conflicts exist, the Parties will cooperate to resolve the conflicts. If BellSouth cannot accommodate MCI's schedule, MCI may submit a supplemental order requesting a later due date. On the new due date, the cooperative scheduling process will be repeated.

4.4 "Order Coordination – Time Specific" refers to service order coordination in which MCI requests a specific time for a service order conversion to take place. This is a chargeable option, per LSR, for any coordinated order of SL2 and digital loops and is billed in addition to any applicable order coordination charges. MCI may specify any date and time for order coordination – time specific conversions. If the time specified by MCI requires BellSouth technicians to work outside of the normal provisioning times specified in subsection 3.2.2.4 of Attachment 8, overtime charges may apply in addition to any applicable order coordination and order coordination – time specific charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.5 If MCI modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, MCI shall reimburse BellSouth for any costs incurred by BellSouth to provision the original order that would not have been incurred to provision the modified order.

4.6 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

4.6.1 SL1 loops will be non-designed, will not have remote test points added, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. SL1 loops use a mechanized coordinated conversion process, for which no additional charge applies to MCI. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If MCI requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.6.1.1 Notwithstanding subsection 4.6.1 above, MCI may order OC as a chargeable option on SL1 loops when reuse of existing facilities has been requested by MCI. MCI may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record ("DLR"). The chargeable options described in this paragraph shall be charged at the rates set forth in Attachment 1 of this Agreement.

4.6.2 SL2 loops shall have remote test points added, will be designed with a DLR provided to MCI, and will be provided with order coordination, at no additional charge to MCI.

4.7 In addition to the UVLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less at 1300 ohms or less) will

be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft, at 2800 ohms or less) will be used when MCI wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

4.7.1 The UCL will be a designed circuit, provisioned with a remote test point added and will come standard with a DLR.

4.7.2 The UCL is a dry cooper loop and is not intended to support any particular Telecommunications Service. MCI will determine the type of service that will be provided over the loop.

4.7.3 The UCL loop shall be provided to MCI in accordance with the technical references in Appendix 1 of this Attachment.

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4.11 MCI will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

4.12 Digital Subscriber Line Loops

BellSouth shall provide Digital Subscriber Line (“DSL”) Capable Loops. A DSL Capable Loop is a copper Loop that allows for the transmission of signals using DSL technologies. This type of Loop can be 2-wire or 4- wire. This type of Loop must be non-loaded and comply with ANSI carrier serving area (“CSA”) standards for bridge taps and gauges. In addition, at MCI’s request, BellSouth shall provide DSL Capable Loops using Revised Resistance Design standards.

4.12.1 “Digital Subscriber Line” or “DSL” refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service. BellSouth shall allow MCI to provide any form of DSL service that complies with industry standards, including but not limited to the following types of DSL services, whether or not BellSouth offers Advanced Services to the Customer on a particular Loop:

4.12.1.1 "ADSL" or "ASYMMETRIC DIGITAL SUBSCRIBER LINE" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the central office to the end-user customer) and up to 1 Mbps digital signal upstream (from the end-user customer to the central office) over one copper pair.

4.12.1.2 "RADSL" or "RATE ADAPTIVE DIGITAL SUBSCRIBER LINE" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

4.12.1.3 "HDSL" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

4.12.1.4 "HDSL2" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

4.12.1.5 "IDSL" or "ISDN DIGITAL SUBSCRIBER LINE" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

4.12.1.6 "SDSL" or "SYMMETRIC DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160kbps to 2.048 Mbps on a single pair.

4.12.1.7 "VDSL" or "VERY HIGH SPEED DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the end-user customer) and up to 2.3 Mbps digital signal upstream (from the end-user customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combinations.

4.12.1.8 "SPLITTERLESS ADSL" means the ITU-T Recommendation G.922.2 version of DMT where it is also referred to as DSL-lite, ADSL-lite, and plug and play DSL. Splitterless ADSL eliminates a splitter at the End User premises, but may still require a splitter at the DSLAM.

4.13 Integrated Digital Loop Carrier.

4.13.1 Where BellSouth uses Integrated Digital Loop Carrier (“IDLC”) to provide the local loop, BellSouth shall make the local loop available to MCI in one of the ways listed in subsections 4.13.1.1 through 4.13.1.4, where available:

4.13.1.1 moving the loops to a Digital Loop Carrier that is not integrated;

4.13.1.2 provide side door porting through the switch;

4.13.1.3 provide “DACS-door” porting (if the IDLC routes through a DACS prior to integration into the switch); or

4.13.1.4 removal of the circuit from the IDLC system onto all copper facilities to the main distribution frame.

4.13.1.5 BellSouth shall not charge MCI any additional rates for the moving of Loops.

4.13.1.6 If the options listed in subsections 4.13.1 through 4.13.4 are not available, BellSouth shall utilize its special construction process to determine the additional costs required to provide one of those options, or to construct the copper plant necessary to provide the loop.

4.13.2 When Loops are provided over an IDLC system, BellSouth shall permit MCI, at MCI’s discretion, and in accordance with FCC rules, the ability to collocate DSLAM or other DSL equipment at the Remote Terminal, if space exists, where the copper portion of the IDLC-provided Loop terminates, as provided in Section 1 of Attachment 5.

4.14. The following Sections pertain to the provisioning of DSL Capable Loops.

4.14.1 Provisioning and Installation of DSL Capable Loops.

BellSouth shall provision and install DSL Capable Loops within the same time frames as designed analog Loops.

4.14.2 Loop Qualification Process. In accordance with Applicable Law, BellSouth shall make Loop qualification information, including, but not limited to, Loop length, bridge tap length and location, gauge size and changes, and the presence of loading coils, available to MCI via mutually agreeable OSS interfaces at

rates to be developed in accordance with Attachment 1. BellSouth must provide this detailed Loop qualification information to MCI prior to the ordering of Loops.

4.14.3 Conditioning. At MCI's request, BellSouth shall condition Loops at the rates set forth on Attachment 1 of this Agreement as Unbundled Loop Modification ("ULM"). Conditioning means the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters and range extenders.

4.14.4 Access to NIDs. BellSouth shall permit MCI to access the NID at the customer premises as required for MCI's deployment of DSL Services.

4.14.5 Presumption of acceptability for deployment of an advanced services loop technology.

4.14.5.1 An advanced services loop technology is presumed acceptable for deployment under any one of the following circumstances, where the technology:

4.14.5.1.1 complies with existing industry standards; or

4.14.5.1.2 is approved by an industry standards body, the FCC, or any state Commission; or

4.14.5.1.3 has been successfully deployed by any carrier without significantly degrading the performance of other services.

4.14.5.2 BellSouth may not deny MCI's request to deploy a technology that is presumed acceptable for deployment unless BellSouth demonstrates to the relevant state Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services.

4.14.5.3 Where MCI seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 4.14.5.1.3 of this Section, the burden is on MCI to demonstrate to the state Commission that its

proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful demonstration by MCI before a particular state Commission, the deployed technology shall be presumed acceptable for deployment in other areas.

4.14.6 Provision of information on advanced services deployment.

4.14.6.1 BellSouth shall provide to MCI, when MCI seeks access to a loop or high frequency portion of the loop to provide advanced services:

- (a) information with respect to the spectrum management procedures and policies that BellSouth uses in determining which services can be deployed;
- (b) information with respect to the rejection of MCI's provision of advanced services, together with the specific reason for the rejection; and
- (c) information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops.

4.14.6.2 Where MCI seeks access to a loop or a high frequency portion of a loop to provide advanced services, MCI shall provide to BellSouth information on the type of technology that MCI seeks to deploy.

4.14.6.2.1 Where MCI asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also shall provide Spectrum Class information for the technology.

4.14.6.2.2 Where MCI relies on a calculation-based approach to support deployment of a particular technology, it shall provide BellSouth with information on the speed and power at which the signal will be transmitted.

4.14.6.3 MCI also shall provide the information required under paragraph 4.14.6.2 of this Section when notifying

BellSouth of any proposed change in advanced services technology that MCI uses on the loop.

4.15 Binder group management.

4.15.1 With the exception of loops on which a known disturber is deployed, BellSouth shall not designate, segregate or reserve particular loops or binder groups for use solely by any particular advanced services loop technology.

4.15.2 To the extent either Party seeks designation of a technology as a known disturber, that Party should file a petition for declaratory ruling with the FCC seeking such designation.

4.15.3 Significant degradation of services caused by deployment of advanced services.

4.15.3.1 Where either Party claims that a deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, that Party shall notify the deploying Party and allow the deploying Party a reasonable opportunity to correct the problem. Where the Party whose services are being degraded does not know the precise cause of the degradation, it shall notify the other Party and any other carrier that may have caused or contributed to the degradation.

4.15.3.2 Where the degradation asserted under paragraph 4.15.3.1 of this Section remains unresolved by the deploying Party after a reasonable opportunity to correct the problem, the Party whose services are being degraded must establish before the state Commission that a particular technology deployment is causing the significant degradation.

4.15.3.3 Any claims of network harm presented to the deploying Party or, if subsequently necessary, the relevant state Commission, must be supported with specific and verifiable information.

4.15.3.4 Where a Party demonstrates that a deployed technology of the other Party is significantly degrading the performance of other advanced services or traditional voice

band services, the Party deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

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

4.15.4 Testing. BellSouth shall test each DSL Capable Loop using the same tests that BellSouth uses to test Loops for itself, its Customers, subsidiaries, or Affiliates, or any third party.

4.16 General: BellSouth shall provide MCI access to the high frequency portion of the local loop (“High Frequency Spectrum”) as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in Attachment 1 of this Agreement. BellSouth shall provide MCI with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

4.16.1 The High Frequency Spectrum is defined as the frequency range above the voice-band on a copper loop facility carrying analog circuit-switched voice-band transmissions. Access to the High Frequency Spectrum is intended to allow MCI the ability to provide Digital Subscriber Line (“xDSL”) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. MCI shall use xDSL technology in accordance with T1.413 or other applicable industry standards.

4.16.2 The following loop requirements are necessary for MCI to be able to access the High Frequency Spectrum on unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters,

range extenders, DAMLs or similar devices and minimal bridge taps consistent with ANSI T1.413 and T1.601. BellSouth will provide MCI access to the Unbundled Loop Modification (Line Conditioning), in accordance with this Attachment. BellSouth will condition loops to enable MCI to provide xDSL-based services on the same loops used to provide analog voice service, regardless of loop length. BellSouth is not required to condition a loop for access to the High Frequency Spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If MCI requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, MCI shall pay for the loop to be restored to its original state.

4.16.3 BellSouth shall route the loop used to provide the voice service through a splitter in the central office and create a demarcation point for access to the High Frequency Spectrum. The demarcation point will be the point where MCI terminates its cable on the distributing frame. BellSouth shall provide, at the rates set forth in Attachment 1, the cross connection from the splitter to the demarcation point. MCI's BellSouth certified vendor shall place the appropriate cable between MCI's collocation space and the demarcation point.

4.16.4 MCI shall have access to the Splitter for test purposes at a Bantam test jack, irrespective of where the Splitter is placed in the BellSouth premises.

4.17 Provisioning of High Frequency Spectrum and Splitter Space.

4.17.1 BellSouth will provide MCI with access to the High Frequency Spectrum as follows:

4.17.1.1 BellSouth will install splitters within forty-two (42) calendar days of MCI's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice

4.17.1.2 Once a splitter is installed on behalf of MCI in a central office, MCI shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

4.17.1.3 BellSouth will bill and MCI shall pay the appropriate manual or electronic OSS charges as set forth in Attachment 1 of this Agreement when MCI orders High Frequency Spectrum for end-user service.

4.17.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide MCI access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide MCI with a carrier notification letter informing MCI of the change. MCI shall purchase ports on the splitter as set forth more fully below.

4.17.1.5 BellSouth will install the splitter in (i) a common area close to the MCI collocation area, if possible; or (ii) in a BellSouth relay rack as close to the MCI DS0 termination point as possible. For purposes of this subsection, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified MCI DS0 at such time that a MCI end user's service is established.

4.17.1.6 The High Frequency Spectrum shall only be available from BellSouth on loops on which BellSouth is also providing and continues to provide, analog voice service directly to the end user. In other circumstances, the High Frequency Spectrum may be available from another carrier in a line splitting arrangement.

4.17.1.7 In the event the end-user terminates its BellSouth provided voice service for any reason, and MCI desires to continue providing xDSL service on such loop, MCI shall be required to purchase a full stand-alone loop unbundled network element. In the

event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and MCI desires to continue providing xDSL service on such loop, MCI shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give MCI notice in a reasonable time prior to disconnect, which notice shall give MCI an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and MCI purchases the full stand-alone loop, MCI may elect the type of loop it will purchase. MCI will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 1 of this Agreement. In the event MCI purchases a voice grade loop, MCI acknowledges that such loop may not remain xDSL compatible.

4.17.1.8 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

4.17.2 To order High Frequency Spectrum on a particular loop, MCI must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such loop, or in a remote terminal if the loop is provisioned via a digital loop carrier, in accordance with the provisions of Attachment 5. MCI may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the intervals provided in this Attachment.

4.17.3 BellSouth will devise a splitter order form that allows MCI to order splitter ports in increments of 8 (when available), 24 or 96 ports.

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

4.17.4 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR.

When MCI submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or for orders that do not flow-through, in two (2) business days. BellSouth will provide MCI with access to the High Frequency Spectrum at the following target intervals:

4.17.4.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within five (5) business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

4.17.4.2 BellSouth will provide to MCI BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

4.17.4.3 BellSouth will provide MCI access to the Preordering Loop Makeup (LMU), in accordance with Attachment 8 of this Agreement.

4.18 Maintenance and Repair - MCI shall have access, for test, repair, and maintenance purposes, to any loop to which it has access to the High Frequency Spectrum. MCI may access the loop at the point where the combined voice and data signal exits the central office splitter.

4.18.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the point of demarcation in the central office. MCI will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

4.18.2 MCI shall inform its end users to direct data problems to MCI, unless both voice and data services are impaired, in which event the end users should call BellSouth.

4.18.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

4.18.4 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status

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

4.19 Central Office IDLC for Access to Loops. Where deployed in BellSouth's network, BellSouth shall work cooperatively with MCI to develop Technically Feasible methods and procedures to provide, at MCI's request, shared GR303-equipped IDLC equipment in BellSouth's central offices for purposes of MCI's access to unbundled Loops. Once these methods and procedures have been developed, BellSouth shall provide MCI access to shared GR303-equipped IDLC equipment that is capable of:

4.19.1 performing electronic Cross Connection of the Loop to interoffice Transport (Dedicated or Shared) provided by either BellSouth, MCI, or another Carrier;

4.19.2 concentrating Loops onto transport at concentration ratios specified by MCI; and

4.19.3 multi-hosting among MCI and other carriers or BellSouth.

4.20 Central Office Connections. As specified by MCI, BellSouth shall provide all necessary or appropriate connections within its central offices or wire centers, at any applicable rates set forth in Attachment 1, including, but not limited to:

4.20.1 between the central office Demarcation Point of the Loop (e.g., distribution frame or its equivalent), and:

4.20.1.1 MCI's collocation arrangement; or

4.20.1.2 Digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon; or

4.20.1.3 Other unbundled Network Elements; or

4.20.1.4 Third party collocation arrangement; and

4.20.2 Between digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon or other unbundled Network Elements and:

4.20.2.1 MCI's collocation arrangement; or

4.20.2.2 digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree upon; or

4.20.2.3 other unbundled Network Elements; or

4.20.2.4 third party collocation arrangements.

4.21 Definition of Subloop. Any portion of the Loop that is Technically Feasible to access at terminals in BellSouth's outside plant, including inside wire owned by BellSouth. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal ("RT"), and the Feeder Distribution Interface ("FDI").

4.21.1 Loop Feeder

4.21.1.1 Definition.

4.21.1.1.1 The Loop Feeder provides connectivity between (1) an FDI associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office. MCI shall access the FDI by means of a tie cable provided by MCI. Such tie cable shall be terminated on MCI's feeder equipment by MCI, and on a connector block in BellSouth's FDI by BellSouth. When MCI orders Services that terminate on the FDI, BellSouth shall connect such Services to MCI's designated tie cable assignment on the BellSouth FDI end of the tie cable.

4.21.1.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies that BellSouth may deploy.

4.21.1.2 Requirements for Loop Feeder

4.21.1.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals or analog radio frequency signals as appropriate for the Loop Feeder medium used.

4.21.1.2.2 BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery backup when the equipment is located in an outside plant RT.

4.21.1.2.3 BellSouth shall identify technically feasible Demarcation Point(s) to the FDI that will allow MCI to select where it accesses the FDI, and to provide the ability to connect MCI's or a third Party's equipment or facilities to the FDI.

4.21.1.3 Additional Requirements - Special Copper Loop Feeder Medium. Where the Loop Feeder is existing copper twisted pair, MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCI can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth ULM will be used to perform these activities at the rates set forth in Attachment 1 of this Agreement. Where there is no existing copper twisted pair Loop Feeder, MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCI can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth's special construction process will be used to determine costs.

4.21.1.4 Additional Technical Requirements - DS1 Conditioned Loop Feeder. Where available in BellSouth's network, MCI may request Loop Feeder that will support a DS1 signal. If conditioning is required, then MCI will use the ULM process at the rates set forth in Attachment 1 of this Agreement.

4.21.1.5 Additional Technical Requirements - Optical Loop Feeder. Where optical loop feeder is available in BellSouth's

network at the location requested by MCI, BellSouth shall make it available to MCI.

4.21.1.6 The Loop Feeder will be terminated within a BellSouth central office as follows:

4.21.1.6.1 copper twisted pairs shall terminate on the MDF;

4.21.1.6.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

4.21.1.6.3 Fiber Optic cable shall terminate on a LGX.

4.21.2 Distribution

4.21.2.1 Definition

4.21.2.2 Requirements – Distribution. BellSouth shall provide MCI with Distribution that satisfies the following requirements:

4.21.2.2.1 Distribution must be capable of carrying signals for the following services (as requested by MCI):

4.21.2.2.1.1 Two-wire & four-wire analog voice grade Loops;

4.21.2.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL and DS1-level signals.

4.21.2.2.2 Distribution must be capable of carrying all signaling messages or tones appropriate for the distribution medium used. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.21.2.2.3 Distribution facilities shall support functions associated with provisioning, maintenance and testing of the unbundled sub-loop.

4.21.2.2.4 Where technically feasible, Distribution must support performance monitoring, provided by MCI.

4.21.2.2.5 BellSouth shall offer, Distribution together with, and separately from, the NID component of Distribution.

4.21.2.3 Additional Requirements - Special Copper Distribution. In addition to Distribution that supports the requirements in subsection 4.6.2 above, MCI may request Distribution to be copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCI can use the Distribution for a variety of services by attaching appropriate terminal equipment at the ends. For the removal of intervening equipment at MCI's request, MCI will use the ULM process at the rates set forth in Attachment 1.

4.21.2.4 Additional Requirements for Fiber Distribution. BellSouth will make available to MCI at parity and on a nondiscriminatory basis fiber optic Distribution cable where the same is deployed in BellSouth's network.

4.21.2.5 Additional Requirements for Coaxial Cable. BellSouth will make available to MCI at parity and on a nondiscriminatory basis coaxial Distribution cable (coax) where the same is deployed in BellSouth's network.

4.21.2.6 Interface Requirements. Distribution shall be equal to or better than each of the applicable interface requirements set forth in the technical references provided in Appendix 1.

4.22 Network Interface Device

4.22.1 Definition:

4.22.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.

4.22.2 With respect to multiple-line termination devices, if MCI requests BellSouth to install the NID, MCI shall specify the quantity of NID connections it requires within such device.

4.22.3 Figure 1 shows an example of one type of a NID.

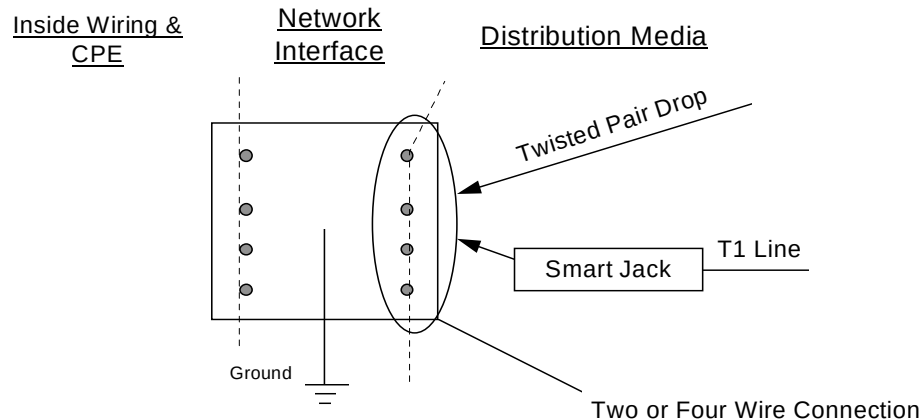


Figure 1 - Network Interface Device

4.22.4 Technical Requirements

4.22.4.1 The BellSouth Network Interface Device shall provide a clean, accessible point of connection for the inside wiring of MCI's Distribution Media via MCI's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.22.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCI's Distribution Media via MCI's NID.

4.22.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

4.22.4.4 The NID shall be capable of withstanding all normal local environmental variations.

4.22.4.5 The NID shall be physically accessible to MCI designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCI shall obtain entrance permission directly from the subscriber.

4.22.4.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.22.4.6.1 MCI may connect its NID to the customer interface of BellSouth's NID.

4.22.5 Interface Requirements - Network Interface Device

4.22.5.1 Where deployed, the NID will be the interface to the End Users' premises wiring for all Loop technologies.

4.22.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. BellSouth shall allow MCI to directly connect MCI's Distribution Media to a BellSouth NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting BellSouth's Distribution Media and attaching MCI's Distribution Media to the NID. Where MCI disconnects BellSouth's Distribution Media, MCI shall ground BellSouth's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCI customer reverts to BellSouth, BellSouth shall disconnect MCI's Distribution Media only under these same terms and conditions. MCI shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCI shall assume full liability for its actions and for any adverse consequences that could result. MCI's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.

4.23 Loop Concentrator

4.23.1 Definition. The Loop Concentrator is the Network Element that does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

- (b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
- (c) aggregates a specified number of signals or channels to fewer channels (concentrating);
- (d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
- (e) in some instances performs electrical to optical (E/O) conversion.

4.23.1.1 The Loop Concentrator function may be provided through a Digital Loop Carrier (“DLC”) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.23.2 Technical Requirements - Loop Concentrator. BellSouth shall provide MCI with Loop Concentrators that satisfy the following requirements:

4.23.2.1 The Loop Concentrator must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCI to provide end-to-end service capability to its subscriber.):

4.23.2.1.1 two-wire & four-wire analog voice grade Loops;

4.23.2.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, and DS1-level signals;

4.23.2.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n < 24$);

4.23.2.1.4 DSL and DS3 rate, where available;

4.23.2.2 The Loop Concentrator must perform the following functions as appropriate:

4.23.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.23.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1 and DS3 where available) for transport through the Loop Feeder facilities; and

4.23.2.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder (The concentration ratio to be specified by MCI).

4.23.2.3 BellSouth shall provide power for the Loop Concentrator , through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated herein.

4.23.2.4 The Loop Concentrator shall be provided to MCI in accordance with the Technical References provided in Appendix 1.

4.23.3 Requirements - Loop Concentrator/ Multiplexer. BellSouth shall provide MCI with Loop Concentrator/Multiplexers that satisfy the following requirements:

4.23.3.1 The Loop Concentrator/Multiplexer (C/M) must provide facility test functions, format conversion and signaling conversion as appropriate.

4.23.3.2 The underlying equipment that provides such C/M function must continuously monitor protected circuit packs and redundant common equipment.

4.23.3.3 The underlying equipment that provides such C/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.23.3.4 The underlying equipment that provides such C/M function must be equipped with a redundant power supply or a battery back-up.

4.23.3.5 At MCI's option, BellSouth shall provide MCI with Real Time ability to initiate tests on the underlying device that provides such LC/M function utilizing integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

4.23.4 Interface Requirements - Loop Concentrator. The Loop Concentrator shall meet the following interface requirements, as appropriate for the configuration that MCI designates:

4.23.4.1 The Loop Concentrator shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Appendix 1.

4.23.4.2 The Loop Concentrator shall provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Appendix 1.

4.23.4.3 Upon request from MCI, BellSouth shall, in cooperation with MCI, use its best efforts to operationalize access to an optical loop concentrator, and such concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48 and OC-N, where N is as described in the references in Appendix 1. The rates for optical loop concentrator shall be determined in accordance with Attachment 1 of this Agreement.

4.23.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. The Loop Concentrator shall provide Bellcore TR-008 modes 1&2 DS1 interfaces when designated by MCI. Such interface requirements are specified in the references in Appendix 1.

Section 5. Unbundled Network Element Combinations

5.1 Unbundled Network Elements combinations shall include Typical Combinations and Existing Combinations, including Enhanced Extended Links and other combinations as described in this Section 5.

5.2 Enhanced Extended Links (EELs)

5.2.1. Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in subsection 5.2.2 below.

5.2.2 BellSouth will provide access to the EEL in the combinations set forth in subsection 5.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s serving wire center (“SWC”) to MCI’s collocation space, or to MCI’s designated MCI network location within the LATA, where facilities exist, provided that the entire circuit meets the criteria described in subsections 5.4.1.1 through 5.4.1.3 below. When ordering EEL combinations, MCI shall provide to BellSouth a letter certifying that MCI will provide a significant amount of a local exchange service over the requested combination, as described in Section 5.4.1 below, and shall indicate under what local usage option MCI seeks to qualify. MCI shall be

deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in subsections 5.4.1.1 through 5.4.1.3 is met.

5.2.3 Upon MCI's request, if MCI's EEL combinations require multiplexing functionality, BellSouth shall provide multiplexing pursuant to this Agreement at the rates set forth in Attachment 1.

5.3 EEL Combinations

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

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

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

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

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

5.3.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.4 Special Access Service Conversions

5.4.1 MCI may not convert special access services to combinations of loop and transport network elements, whether or not MCI self-provides its entrance facilities (or obtains entrance facilities from a third party), unless MCI uses the combination to provide a significant amount of local

exchange service, in addition to exchange access service, to a particular customer. If MCI does use special access services to provide a significant amount of local exchange service, MCI may convert such special access services to EELs using an LSR, provided, however, in the event MCI requests conversion of 15 or more circuits in any particular state, MCI may use a spreadsheet rather than an LSR. To the extent MCI requests to convert any special access services to combinations of loop and transport network elements at UNE prices, MCI shall provide to BellSouth a letter certifying that MCI is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option MCI seeks to qualify for conversion of special access circuits. MCI shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.4.1.1 MCI certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at MCI's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, MCI is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. MCI can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.4.1.2 MCI certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at MCI's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.4.1.3 MCI certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the

traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. MCI does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.4.1.4 In addition, there may be extraordinary circumstances where MCI is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in subsection 5.4.1. In such case, MCI may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon MCI's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.4.1.5 BellSouth may at its sole discretion conduct a limited audit of MCI records in order, to the extent reasonably necessary, to verify MCI's compliance with the local usage requirements. The audit shall be conducted by a third party independent auditor and MCI shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year. Such audits shall not require active monitoring of customer lines on either the port or trunk side. If, based on its audits, BellSouth concludes that MCI is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement.

5.4.1.6 MCI may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.4.1.7 Rates

5.4.1.7.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3, whether an Existing Combination or a Typical Combination, are as set forth in Attachment 1 to this Agreement.

5.4.1.7.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 5.3, where the elements are either Existing Combinations or Typical Combinations, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.5 Multiplexing

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

5.5.1.1 The non-recurring and recurring rates for the Other Network Element Combinations will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 this Agreement.

5.6 UNE/Special Access Combinations

5.6.1 Additionally, BellSouth shall make available to MCI a combination of an unbundled loop, from the customer's premise to the customer's SWC, and tariffed special access interoffice facilities. To the extent MCI will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.4.

5.6.2 The non-recurring and recurring rates for UNE/Special Access Combinations will be the unbundled loop rates as set forth in Attachment 1 of this Agreement. Charges associated with the interoffice transport rates and multiplexing rates shall be charged separately under the Access Services Tariff.

5.7 Port/Loop Combinations

5.7.1 At MCI's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.7.5 below,

that are Existing Combinations and Typical Combinations in BellSouth's network except as specified in subsections 5.7.2 and 5.7.3 below.

5.7.2 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to Applicable Law, BellSouth is not required to provide circuit switching as an unbundled network element.

5.7.3 BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, Georgia MSA to MCIm if MCIm's customer has 4 or more DS0 equivalent lines ("Zone 1 Scenario").

5.7.4 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.7.4.1 With the exception of the Zone 1 Scenario, BellSouth will provide to MCIm Existing Combinations and Typical Combinations of port and loop Network Elements on an unbundled basis. The rates for such combinations shall be as set forth in Attachment 1 of this Agreement.

5.7.4.2 In the Zone 1 Scenario, BellSouth shall provide to MCIm Existing Combinations and Typical Combinations of port and loop Network Elements. The rates for Existing Combinations are the market based rates as set forth in Attachment 1 of this Agreement. The rates for combinations that are Typical Combinations shall be negotiated by the Parties.

5.7.5 Combination Offerings

5.7.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport

per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.6 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.7 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.8 Rates

5.8.1 The prices MCI shall pay to BellSouth for Network Elements and other Services are set forth in Attachment 1. If MCI purchases a service from a tariff, all terms and conditions, and rates as set forth in such tariff shall apply. **[From Florida and North Carolina Agreements]**

5.9 Other Network Element Combinations

5.8.1 In addition to the EEL Combinations described in subsection 5.2 above, and the Port/Loop Combinations described in subsection 5.7 above, in the state of Georgia, BellSouth shall make available to MCI at UNE rates, in accordance with subsection 5.8.2 below: (1) Existing

Combinations of Network Elements; and (2) Typical Combinations of Network Elements .

5.9.2 Rates for Other Network Element Combinations

5.9.2.1 On an interim basis, for Network Element combinations described in this subsection 5.9 where the elements are Existing Combinations or Typical Combinations, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true up based on the Commission's review of BellSouth's cost studies.

5.9.2.2 To the extent that MCI seeks to obtain Existing Combinations or Typical Combinations of Network Elements described in this subsection 5.9 that have not been specifically priced by the Commission, MCI, at its option, can request that such rates be determined pursuant to the BFR process set forth in this Agreement.

Section 6. Dark Fiber

6.1 Definition:

Dark Fiber is BellSouth optical transmission facilities without attached multiplexers, aggregation, or other electronics. To the extent BellSouth's fiber contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber, BellSouth shall not remove the same.

6.2 Requirements

6.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to MCI pursuant to the prices set forth in Attachment I of this Agreement. BellSouth shall make available Dark Fiber at Parity and on a non-discriminatory basis in accordance with applicable FCC rules and orders.

6.2.2 BellSouth shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

6.2.3 MCI may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.2.4 BellSouth shall use its best efforts to provide to MCI information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCI (“Request”). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber (“Confirmation”). BellSouth shall hold such requested Dark Fiber for MCI’s use for ten (10) business days from MCI’s receipt of Confirmation and may not allow any other party to use such media, including BellSouth. BellSouth shall provide Dark Fiber on a first come, first served basis.

6.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MCI within thirty (30) business days after it receives written confirmation from MCI that the Dark Fiber previously deemed available by BellSouth is wanted for use by MCI. BellSouth shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCI to connect or splice MCI provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCI shall notify BellSouth which point(s) it desires to use.

6.3 Additional Requirements for Dark Fiber

6.3.1 BellSouth shall provide MCI with the most recent test records it has, if any, for Dark Fiber that MCI plans to use. If BellSouth has no test records, at MCI’s request, BellSouth shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCI’s intended transmission wavelength. BellSouth shall not warrant the accuracy of its estimate. If BellSouth’s estimate of transmission loss exceeds MCI’s specifications, MCI shall have the option of performing its own tests prior to purchase of the Dark Fiber.

6.3.2 MCI may splice at the end points and test Dark Fiber obtained from BellSouth using MCI or third party personnel. For connections at a splice point, BellSouth shall uncoil existing fiber a minimum of 25 feet from the manhole to allow MCI to splice the fiber.

6.4 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

6.4.1 If deployed in BellSouth’s network, on a case by case basis, BellSouth may provide wave division multiplexer (“WDM”) applications at

rates to be negotiated by the Parties. For WDM applications, BellSouth shall provide to MCI an interface to an existing WDM device or allow MCI to install its own WDM device (where sufficient system loss margins exist or where MCI provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

Section 7. Local Switching

7.1 General Requirements

7.1.1 Definition. Local Switching (also referred to as Local Circuit Switching as defined in FCC Rules) is the unbundled Network Element that gives MCI the ability to use switching functionality in a BellSouth end office switch, including all vertical services and/or features that BellSouth's underlying switch is capable of providing, to the extent BellSouth offers such services and features in that switch. MCI may request modifications to the switching functionality, including the vertical services and/or features available in a BellSouth end office switch, pursuant to the BFR process set forth in Part A of this Agreement. Local Switching will be provisioned with a Port Element, which provides line or trunk side access to Local Switching. Rates for line-side ports, trunk-side ports, and features, functions, and capabilities of the switch are set forth in Attachment 1 of this Agreement.

7.1.2 Port Element or Port means a 1) line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual End User trunks, through the main distribution frame, and the switching components of an end office switch and the associated switching functionality in that end office switch, or 2) trunk card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between interoffice transport and the switching components, through a trunk-side cross-connect panel, of an end office switch and the associated functionality in that end office switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch. It consists of the line-side port (including connection between a Loop termination and a switch line card, telephone number assignment, one primary Directory Listing, pre-subscription, and access to 911, Operator Services, basic intercept, and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including

the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

7.1.4 Local Switching, including the ability to route, via selective call routing, to MCI's or a third party's dedicated transport shall be unbundled from all other unbundled Network Elements.

7.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for MCI in cases where MCI serves end users with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

7.2 Technical Requirements - Local Switching

Local Switching shall be at least equal to Local Switching requirements set forth in Appendix 1 of this Attachment.

7.2.1 BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.1 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements, (2) MCI designated platforms, or (3) third-party platforms.

7.2.1.2 BellSouth shall provide standard recorded announcements for MCI's selection, and call progress tones, to alert callers of call progress and disposition.

7.2.1.3 BellSouth shall change a subscriber from BellSouth's services to MCI's services without loss of features, functionality, or dialing plan coverage, unless expressly agreed to otherwise by MCI.

7.2.1.4 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) at Parity and on a nondiscriminatory basis.

7.2.1.5 BellSouth shall repair and restore any BellSouth equipment or any other BellSouth component that may adversely impact MCI's use of unbundled Local Switching.

7.2.1.6 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control will be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.7 BellSouth shall perform manual call trace as designated by MCI and permit subscriber originated call trace.

7.2.1.8 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCI as outlined in Attachment 8.

7.2.1.9 For Local Switching at 911 Tandems, BellSouth shall allow interconnection from MCI local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.10 Where BellSouth provides the following special services, it shall provide to MCI:

7.2.1.10.1 Essential Service Lines, where BellSouth provides them to its own retail customers;

7.2.1.10.2 Telephone Service Prioritization ("TSP");

7.2.1.10.3 related services for the handicapped;

7.2.1.10.4 soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis, and

7.2.1.10.5 any other service required by law or regulation.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling

links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the Section on Tandem Switching. These capabilities shall adhere to the specifications set forth in Appendix 1 of this Attachment.

7.2.1.12 BellSouth shall provide interfaces to adjuncts through industry standards and Bellcore interfaces set forth in Appendix 1 of this Attachment.

7.2.1.13 Unbundled switching will include 911 access on the same basis as such access is provided in BellSouth's network.

7.2.1.14 BellSouth shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and Primary Rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 Custom Calling Features;

7.2.1.14.5 Centrex or its equivalent (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.14.6 Advanced Intelligent Network ("AIN") triggers supporting MCI, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCI all AIN triggers currently available to BellSouth for offering AIN-based services in accordance with applicable technical references in Appendix 1 of this Attachment. Currently, such triggers are:

7.2.1.14.6.1 Off-Hook Immediate;

7.2.1.14.6.2 Off-Hook Delay;

7.2.1.14.6.3 Termination Attempt;

7.2.1.14.6.4 3/6/10, and

7.2.1.14.6.5 Feature Code Dialing.

7.2.1.14.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCI:

7.2.1.14.7.1 Private EAMF Trunk;

7.2.1.14.7.2 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.14.7.3 N11;

7.2.1.14.7.4 Automatic Route Selection.

7.2.1.15 BellSouth shall assign each MCI subscriber line the class of service designated by MCI (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MCI Customers as directed by MCI at MCI's option. This includes each of the following call types:

7.2.1.15.1 O+/O- calls

7.2.1.15.2 411/DA calls

7.2.1.15.3 Any other selective routing that may be mutually agreed upon by the Parties and at rates negotiated by the Parties.

7.2.1.16 Subject to subsection 7.2.1.15, above, BellSouth shall assign each MCI subscriber line the class of services designated by MCI using line class codes and shall route operator calls from MCI subscribers as directed by MCI at MCI's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCI Operator Services Position System (OSPS). Where an MCI customer serviced via UNE-P makes a directory assistance or operator services call, BellSouth shall transmit the ANI-II digits to MCI via Feature Group D signaling with customized routing. However, BellSouth shall not be required to convert Feature Group C signaling to Feature Group D signaling at the point of origination.

7.2.1.17 Where BellSouth provides switching, if an MCI subscriber subscribes to MCI provided voice mail and messaging

services, BellSouth shall redirect incoming calls to the MCI designated trunk group based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, MCI may purchase a simplified message desk interface ("SMDI") service interface with multi-line hunting to the MCI system, pursuant to Attachment 2 of this Agreement. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability, where available.

7.2.1.18 Local Switching shall be offered in accordance with the requirements of the technical references in Appendix 1 and their future releases.

7.3 Interface Requirements - Local Switching

7.3.1 BellSouth shall comply with the interface requirements for Local Circuit Switching as set forth in Appendix 1 of this Attachment.

7.3.2 In addition to the requirements referenced in Appendix 1 of this Attachment, BellSouth shall provide access to the following:

7.3.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by MCI;

7.3.2.2 Interface to MCI operator services systems or Operator Services or Directory Assistance Services through appropriate trunk interconnections using selective routing.

7.3.2.3 Interface to 950 access or other MCI required access to interexchange carriers as requested.

7.3.3 Upon request of either Party, the Parties shall cooperatively test new OS/DA routing methods and, if the testing leads to the conclusion that the method is technically feasible, the Parties shall include language in the Agreement outlining how the service will be provisioned.

7.4 Interface to Loops

7.4.1 BellSouth shall provide the following interfaces to loops:

7.4.1.1 Standard Tip/Ring interface including loop-start or ground-start, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.4.1.1.2 Coin phone signaling;

7.4.1.1.3 Basic Rate Interface ISDN adhering to the standards set forth in Appendix 1 of this Attachment;

7.4.1.1.4 Two-wire analog interface to customer premise equipment to include reverse battery, E&M, and wink start ;

7.4.1.1.5 Four-wire DS1 interface to customer premise equipment or subscriber provided equipment (e.g., computers and voice response systems);

7.4.1.1.6 Primary Rate ISDN to PBX adhering to the standards set forth in Appendix 1 of this Attachment;

7.4.1.1.7 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.4.1.1.8 DID signaling.

7.5 Integrated Services Digital Network (ISDN)

7.5.1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

7.5.2 Technical Requirements - ISDN

7.5.2.1 BellSouth shall offer ISDN switching that conforms to the requirements set forth in Appendix 1 of this Attachment, that, at a minimum:

7.5.2.1.1 Provides integrated Packet handling capabilities;

7.5.2.1.2 Allows for full 2B+D Channel functionality for BRI; and

7.5.2.1.3 Allows for full 23B+D Channel functionality for PRI.

7.5.2.1.4 Provides B Channels that are capable of carrying voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.5.2.1.5 Provides B Channels that are capable of carrying alternate voice and data on a per-call basis.

7.5.2.1.6 Provides BRI D Channels for call-associated signaling, noncall associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.5.2.1.7 Provides PRI D Channels that allow for call-associated signaling.

7.6 Requirements - Selective Routing

7.6.1 Subject to line class code availability, MCI may request Selective Routing for all end offices where BellSouth provides switching services to MCI.

7.6.2 BellSouth shall provide Selective Routing at MCI's request for all MCI Local Resale and Local Switching end user lines and for all applicable call types (i.e., 411, 555-1212, 0-, 0+local) in a requested end office.

7.6.3 Transport to carry the rerouted calls to MCI's Operator Services platform(s) will be specified by MCI. BellSouth-supplied Dedicated Transport is available for use with Selective Routing, where facilities are available, in which case rates and charges for such transport will apply in addition to the rates and charges for Selective Routing. All such rates are set forth in Attachment 1 of this Agreement.

7.6.4 When MCI's Operator Services traffic is routed to MCI's platform or a third party platform via dedicated transport, upon MCI's request, BellSouth shall overflow such traffic, to the extent technically feasible, over BellSouth's common (shared) transport from BellSouth's end office to an access tandem or other switch designated by BellSouth. MCI will be required to provide dedicated trunks between BellSouth's access tandem or other switch and MCI's or a third party's platform(s), and overflow on common (shared) transport from such access tandem to the platform will not be available. MCI shall utilize the BFR process to

determine the pricing and methods and procedures necessary to implement such routing.

7.6.5 The following is the Targeted Service Intervals for Selective Routing:

	<u>Targeted Service Interval</u>
1 to 20 Line Class Codes	30 days
21 to 40 Line Class Codes	60 days
More than 40 Line Class Codes	Additional 30 days per additional 20 Line Class Codes

7.7 Packet Switching Capability

7.7.1 Packet Switching Capability is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

- (i) The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- (ii) The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- (iii) The ability to extract data units from the data channels on the loops; and
- (iv) The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.7.2 BellSouth shall be required to provide nondiscriminatory access to unbundled Packet Switching Capability only where each of the following conditions is satisfied:

- (i) BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier (IDLC) or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution Section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- (ii) There are no spare copper loops capable of supporting the xDSL services MCI seeks to offer;
- (iii) BellSouth has not permitted MCI to deploy a DSLAM in the Remote Terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCI obtained a virtual

- collocation arrangement at these subloop interconnection points;
- and
- (iv) BellSouth has deployed packet switching capability for its own use.

Section 8. Operator Services

BellSouth shall provide MCI access to operator service and directory assistance facilities where technically feasible, pursuant to Attachment 9.

Section 9. Shared Transport

9.1 Definition: “Shared Transport” is the 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 the BellSouth network. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is distinct and separate from Local Switching.

9.2 Shared transport will only be available where MCI purchases Local Switching.

9.3 Technical Requirements - Shared Transport

9.3.1 BellSouth will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

Section 10. Dedicated Transport

10.1 Definition: Dedicated Transport is BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by BellSouth or requesting Telecommunications Carriers, or between switches owned by BellSouth or requesting Telecommunications Carriers. The end points of Dedicated Transport need not be wire centers or switch locations but shall be at a location where MCI or a third party carrier has transmission facilities. If an end point is a location where only a third party carrier has transmission facilities, MCI shall be responsible for obtaining authorization from such third party carrier to order the Dedicated Transport. BellSouth shall provide local channel-dedicated and/or interoffice transport-dedicated between MCI and a third party carrier and BellSouth shall not require MCI to have network equipment at the third party carrier's location. Dedicated Transport shall be provided at

transmission rates specified by MCI, including, but not limited to, DS1, DS3, OC-n, and STS-1. If necessary, BellSouth shall modify its electronics whenever it provides dedicated transport to MCI. Electronics are included in the cost of dedicated transport. BellSouth shall provide the electronics for dedicated transport if it currently exists in the network, but BellSouth is not required to construct facilities (including electronics) to provide dedicated transport where such facilities do not currently exist.

10.2 BellSouth shall offer, at the rates set forth in Attachment 1, Dedicated Transport in each of the following manners:

10.2.1 As capacity on a shared facility.

10.2.2 As a circuit (e.g., DS1, DS3, OC-n, STS-1) dedicated to MCI; and,

10.2.3 As dedicated transport on an existing SONET ring. Such dedicated transport shall include all the features, functions, and capabilities of that existing SONET ring, to the extent technically feasible.

10.2.4 Nothing in subsections 10.2.1-10.2.3 shall be construed to require BellSouth to construct transport facilities where such a system does not presently exist, but BellSouth shall provide the electronics necessary to provide such dedicated transport to MCI on existing facilities.

10.2.5 BellSouth shall not be required to construct the electronics on the fiber ring to give it SONET functionality if the functionality did not originally exist in the network.

10.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include, at Parity and on a nondiscriminatory basis, (as appropriate):

10.3.1 Multiplexing functionality;

10.3.2 Grooming functionality; and,

10.3.3 Where available, redundant equipment and facilities necessary to support protection and restoration.

10.4 When Dedicated Transport is provided as a system, it shall include, at Parity and on a nondiscriminatory basis:

10.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.4.2 Inter-office transmission facilities such as optical fiber, Dark Fiber, copper twisted pair, and coaxial cable;

10.4.3 Where available, redundant equipment and facilities necessary to support protection and restoration; and,

10.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in subsection 10.7.

10.5 Technical Requirements - Dedicated Transport

10.5.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to MCI-designated traffic.

10.5.2 When requested by MCI, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that, where available, no single failure of facilities or equipment will cause a failure on both circuits.

10.5.3 When physical diversity is requested by MCI, BellSouth shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment (unless otherwise agreed by MCI).

10.5.4 Transmission rates shall be as specified by MCI.

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

10.5.5.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

10.5.5.2 DS3 (C-bit Parity and unframed applications shall be provided);

10.5.5.3 Where dedicated transport is provided over SONET, BellSouth shall provide it at Parity.

10.5.6 If requested by MCI, BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCI's designated equipment. BellSouth shall provide the following equipment for the physical POT:

10.5.6.1 DSX1 for DS1s or VT1.5s;

10.5.6.2 DSX3 for DS3s or STS-1s; and

10.5.6.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.5.7 For Dedicated Transport provided by BellSouth, BellSouth shall design the system (including but not limited to facility routing and termination points) as specified by MCI.

10.5.8 Where technically feasible and where available, BellSouth shall provide electronic provisioning control for dedicated transport

10.5.9 BellSouth shall offer Dedicated Transport together with and separately from DCS.

10.6 Technical Requirements - Dedicated Transport Using SONET Technology.

10.6.1 BellSouth shall provide SONET standard interfaces in accordance with the standards in Appendix 1 of this Attachment.

10.6.2 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the technical references provided in Appendix 1.

10.7 Digital Cross-Connect System (DCS)

10.7.1 Definition: Digital Cross-Connect System or "DCS" provides automated Cross Connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other BellSouth supported Synchronous Optical Network (SONET) signals are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

10.7.1.1 In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX)

or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection.

10.7.1.2 Interconnection between a DSX or LGX to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.7.2 Technical Requirements - Digital Cross-Connect System

10.7.2.1 DCS shall provide completed end-to-end Cross Connection of the channels designated by MCIm.

10.7.2.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

10.7.2.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.7.2.4 The end-to-end Cross Connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The Cross Connection assignment shall remain in effect whether or not the circuit is in use.

10.7.2.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

10.7.2.6 BellSouth shall provide, at the rates set forth in Attachment 1, various types of Digital Cross-Connect Systems including:

10.7.2.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.7.2.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

10.7.2.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.7.2.6.4 STS-1 cross-connects; and

10.7.2.6.5 Other Technically Feasible cross-connects existing in the BellSouth network and designated by MCIm.

10.7.2.7 At MCI's request, BellSouth shall provide, at the rates set forth in Attachment 1, an automated interface which allows MCI the real time configuration and reconfiguration of the channels between the physical interfaces. Until such a request is made by MCI, BellSouth shall process and implement reconfiguration Cross Connection requests on demand, at the rates set forth in Attachment 1.

10.7.2.8 BellSouth shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., BellSouth shall establish the processes to implement cross connects on a schedule mutually agreed to by the Parties.)

10.7.2.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.7.2.10 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.7.2.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.7.2.12 Where technically feasible, at MCI's option, BellSouth shall provide MCI with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation.

10.7.2.13 Where technically feasible, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

10.7.2.14 Where technically feasible, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.7.2.15 Where technically feasible, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.7.2.16 Where technically feasible, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCI may designate multipoint bridging to be one-way broadcast from a single master to

multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.7.2.17 Where technically feasible, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCI.

10.7.3 Interface Requirements - Digital Cross-Connect System

10.7.3.1 BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher.

10.7.3.2 BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher.

10.7.3.3 BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher

10.8 DCS shall, at a minimum, meet all the requirements set forth in the technical references provided in Appendix 1.

Section 11. Signaling Link Transport

11.1 Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps (or higher when available) transmission paths between MCI-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

11.2 Technical Requirements - Signaling Link Transport

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps (or higher when available) transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a signaling end point and a home Signaling Transfer Point Switch (STPs) pair; and

11.2.2.2 As a "D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

11.2.3.2 A D-link layer shall consist of four links.

11.2.4 A signaling link layer shall satisfy a performance objective such that:

11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

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

11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

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

11.3 Interface Requirements - Signaling Link Transport

11.3.1 There will be a DS1 (1.544 Mbps) interface at the MCI-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

Section 12. Signaling Transfer Points (STPs)

12.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts a typical SS7 interconnection arrangement.

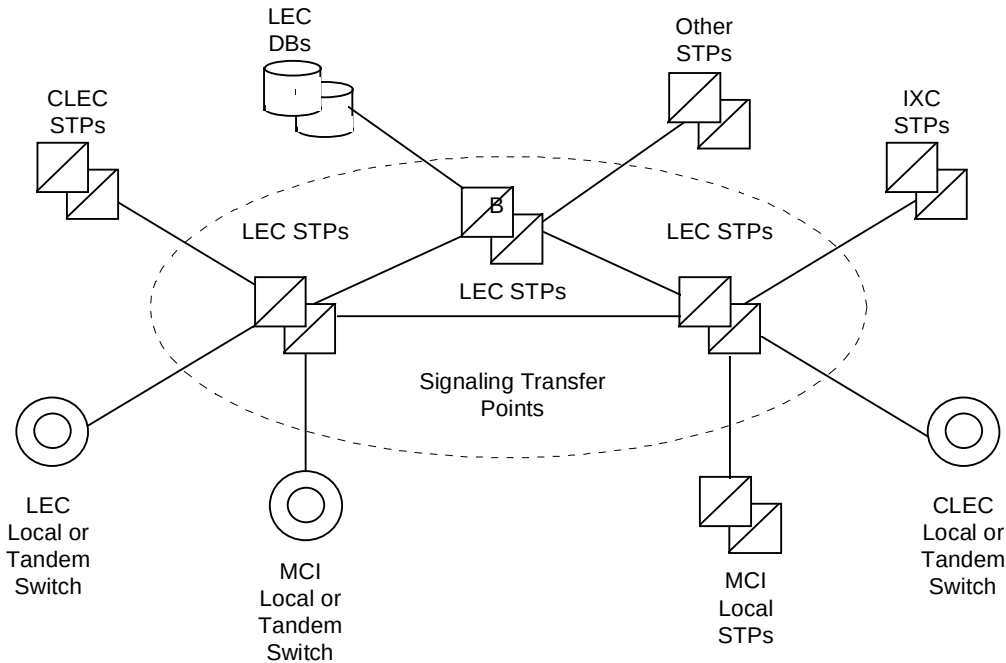


Figure 4

12.2 Technical Requirements - Signaling Transfer Points

12.2.1 STPs shall provide access to all other Network Elements connected to the BellSouth SS7 network. These include:

- 12.2.1.1 BellSouth Local Switching or Tandem Switching;
- 12.2.1.2 BellSouth Service Control Points/Data-Bases;
- 12.2.1.3 Third-party local or tandem switching systems; and
- 12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network

User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. BellSouth shall charge MCI to transit these messages at the rates set forth in Attachment 1 of this Agreement.

12.2.2.1 Transit Signaling. MCI may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCI's signaling network to another LEC's or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between MCI and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switch, provided that, where BellSouth does not have such a trunk, MCI furnishes BellSouth with:

12.2.2.1.1 the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;

12.2.2.1.2 the identity of the STPs in BellSouth's network in which each DPC will be translated; and

12.2.2.1.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.

12.2.3 Before BellSouth transits TCAP messages to third parties, MCI shall provide BellSouth with a letter of authorization from third party carriers to and from which BellSouth will transit TCAP messages. Such letter of authorization must state that the third party carrier will accept TCAP messages from BellSouth that originated on MCI's network.

12.2.4 STPs shall provide all functions of the Message Transfer Part ("MTP") as specified in Appendix 1 of this Attachment.

12.2.5 STPs shall provide all functions of the SCP necessary for Class 0 (basic connectionless) service, as specified in Appendix 1. In particular, this includes Global Title Translation (GTT) and SCP Management procedures as specified in Appendix 1.

12.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an MCI or third party local or tandem switching system directly connected to BellSouth's SS7 network, BellSouth STPs shall perform final GTT of messages to the destination and SCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth

SS7 network, and shall not perform SCP Subsystem Management of the destination.

12.2.7 BellSouth's STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in Appendix 1 of this Attachment. When available and upon request, BellSouth shall identify the switches in which the following functionalities are available: MTP Routing Verification Test (MRVT) and, SCP Routing Verification Test (SRVT).

12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or DB, or is an MCI or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and when mutually agreed upon by MCI and BellSouth.

12.2.9 STPs shall, at a minimum, comply with the performance requirements set forth in Appendix 1 of this Attachment.

12.2.10 BellSouth shall comply with BST Guidelines to Technical Publication GR-905-CORE (TR 73554).

12.3 Interface Requirements - Signaling Transport Points

12.3.1 BellSouth shall provide the following STPs options to connect MCI or MCI-designated local switching systems or STPs to the BellSouth SS7 network:

12.3.1.1 An A-link interface from MCI local switching systems; and,

12.3.1.2 A D-link interface from MCI's STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

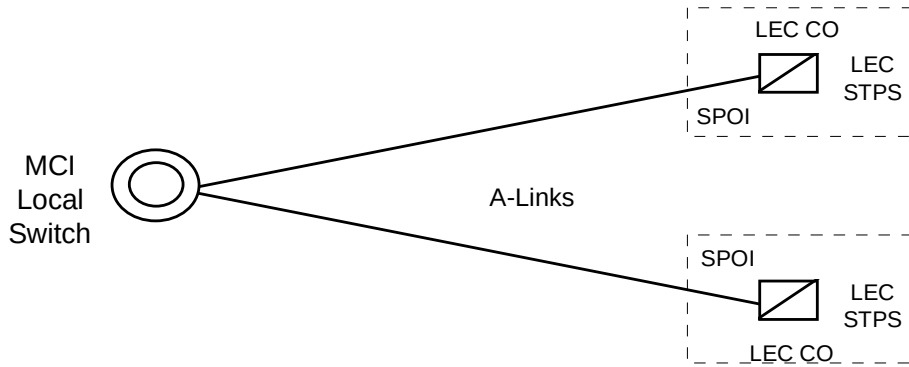


Figure 6. A-Link Interface

12.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 7.

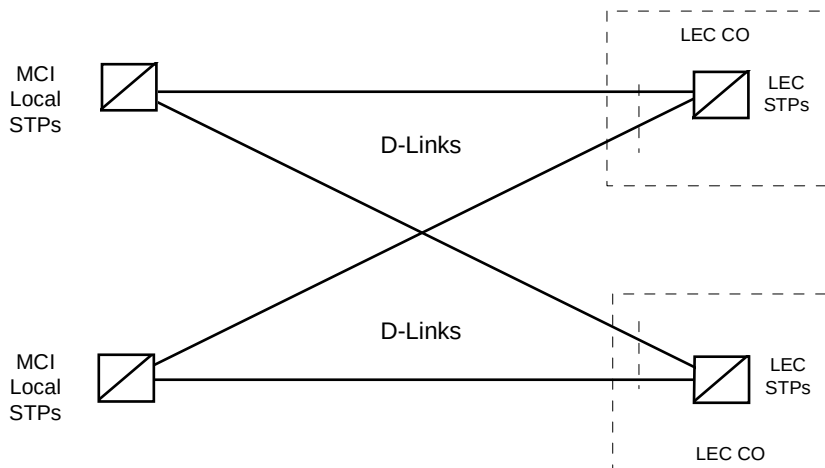


Figure 7

12.3.3 The Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPs are located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting MCI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. MCI and BellSouth shall cooperate to establish mutually agreed upon SPOI's.

Section 13. Service Control Points/Databases

13.1 Definition:

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Database, and downstream number portability databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network (“IN”) that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provides information necessary to route 800 calls).

13.2 Technical Requirements - SCPs/Databases

13.2.1 Requirements for SCPs/Databases within this Section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).

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

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.

13.2.4 Database functionality shall be unavailable no more than thirty (30) minutes per year.

13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MCI subscriber records stored in BellSouth databases within an interval at parity with BellSouth’s own provisioning schedule.

13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Number Portability Database

13.3.1 Definition. The Number Portability (NP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

13.3.2 At MCI's option, BellSouth shall provide access to the BellSouth NP database, at the rates set forth in Attachment 1 of this Agreement, for MCI switches to query and obtain the appropriate routing number on calls to ported numbers, or the industry specified indication that the number is not ported for non-portable numbers in NPA-NXXs that are opened to portability. The specified indication will also be provided when the NPA-NXX is not open to portability.

13.4 Line Information Database (LIDB)

This subsection 13.4 defines and sets forth additional requirements for the Line Information Database.

13.4.1 Definition: The Line Information Database (LIDB) is a transaction-oriented database accessible through SS7 networks. It contains records associated with subscriber Line Numbers and Special Billing Numbers. The LIDB will accept queries from MCI through other Network Elements or MCI's network, and will provide appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions, such as screening billed numbers, that provide the ability to accept Collect or Third Number Billing calls and validation of Telephone

Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the BellSouth SS7 network and other SS7 networks. LIDB also interfaces with administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 Technical Requirements - Line Information Database

13.4.2.1 Prior to the availability of LNP, BellSouth shall enable MCI to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Appendix 1) whether ported or not, for which the NPA-NXX or NXX-0/IXX Group is supported by that LIDB.

13.4.2.1.1 MCI agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MCI's end user accounts which are resident in LIDB pursuant to this Agreement. MCI authorizes BellSouth to place such charges on MCI's bill from BellSouth and agrees that it shall pay such charges. Charges for which MCI hereby takes responsibility include, but are not limited to, collect and third party number calls.

13.4.2.1.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

13.4.2.1.3 MCI shall have the responsibility to render a billing statement to its end users for these charges, but MCI's obligation to pay BellSouth for the charges billed shall be independent of whether MCI is able or not to collect from MCI's end users.

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

13.4.2.2 Prior to the availability of LNP, BellSouth shall enable MCI to store in BellSouth's LIDB any subscriber Line Number or

Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, and NPA-NXX and NXX-0/IXX Group Records, belonging to an NPA-NXX or NXX-0/1XX owned by MCI.

13.4.2.3 Prior to the availability of LNP, BellSouth shall enable MCI to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/IXX.

13.4.2.4 BellSouth shall perform the following LIDB functions for MCI's Customer records in LIDB:

13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

13.4.2.4.2 Calling Card Validation.

13.4.2.5 BellSouth shall process MCI's Customer records in LIDB on a basis that is at least at parity with BellSouth's process. BellSouth shall indicate to MCI what additional functions (if any) are performed by LIDB in their network.

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

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

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

13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Appendix 1) no more than 12 hours

per year. Such deficiency period is in addition to the periods specified in subsections 13.4.2.7 and 13.4.2.8 above.

13.4.2.10 When MCI submits a service order, BellSouth's systems shall update, add, and delete information in BellSouth's LIDB automatically, as appropriate. When MCI is facilities-based and elects to use BellSouth's LIDB, MCI shall submit LIDB updates, additions, and deletions to BellSouth's DBAC (database administration center.)

13.4.2.11 Unless directed otherwise by MCI, in the event that Customers change their local service provider, BellSouth shall maintain Customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such Customers shall not experience any interruption of service due to the lack of such maintenance of Subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

13.4.2.12 All additions, updates and deletions of MCI data to the LIDB shall be solely at the direction of MCI, except where additions, updates or deletions are necessary to perform standard fraud control measures (such as calling card auto-deactivation).

13.4.2.13 BellSouth shall provide priority updates to LIDB for MCI data at Parity upon MCI's request (e.g., to support fraud protection).

13.4.2.14 BellSouth shall provide MCI reports of all MCI data in LIDB via data migration (FCIF), paper or fax.

13.4.2.15 Pursuant to BellSouth procedures, BellSouth shall provide LIDB systems such that no more than 0.01% of MCI Customer records will be missing from LIDB, as measured by MCI audits.

13.4.2.16 BellSouth shall perform backup and recovery of all of MCI's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy at Parity.

13.4.2.17 BellSouth shall provide to MCI access to LIDB measurements and reports at least at parity with the capability BellSouth has for its own Customer records, including electronic

access when available within BellSouth, and that BellSouth provides to any other party.

13.4.2.18 BellSouth shall provide MCI with LIDB reports of data that is missing or contain errors, as well as any misroute errors, within the time period reasonably negotiated between MCI and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of MCI data in LIDB by BellSouth personnel or by any other party that is not authorized by MCI in writing.

13.4.2.20 BellSouth shall accept queries to LIDB associated with MCI Customer records, and shall return responses in accordance with the requirements specified herein or otherwise set forth in Appendix 1.

13.4.2.21 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.22 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.23 BellSouth shall provide LIDB performance that complies with the following standards:

13.4.2.23.1 There shall be at least a 99.9% reply rate to all query attempts.

13.4.2.23.2 Queries shall time out at LIDB no more than 0.1% of the time.

13.4.3 Interface Requirements - Line Information Database

13.4.3.1 The interface to LIDB shall comply with the requirements set forth in Appendix 1.

13.4.3.2 The CCS interface to LIDB shall be the standard interface, and shall comply with the requirements set forth in Appendix 1.

13.4.3.3 The LIDB Database interpretation of the ANSI-TCAP messages shall comply with the requirements set forth in Appendix 1. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Calling Database

The Toll Free Calling Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Calling Database in accordance with the following:

13.5.1 Technical Requirements - Toll Free Calling Database

13.5.1.1 BellSouth shall make the BellSouth Toll Free Calling Database available for MCI to query, from MCI's designated switch including BellSouth unbundled local switching, with a toll-free number and originating information.

13.5.1.2 The Toll Free Calling Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP also shall comply with the requirements set forth in Appendix 1 of this Attachment, which at a minimum include:

13.5.1.3.1 Network Management;

13.5.1.3.2 Subscriber Sample Collection; and

13.5.1.3.3 Service Maintenance.

13.5.2 Interface Requirements - Toll Free Calling Database

The signaling interface between the MCI or other local switch and the Toll-Free Number database shall use the TCAP protocol together with the signaling network interface.

13.6 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access. BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide MCI the capability that will allow MCI and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those

applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

13.6.1 BellSouth will make all BellSouth SCP-based AIN retail services available for resale to MCI. MCI will be given the opportunity to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's SCE/SMS. Where Technically Feasible, access to BellSouth resold services and MCI-created services may be supported from both MCI and BellSouth local switches.

13.6.2 SCE/SMS. AIN Access shall provide MCI the ability to create service applications utilizing BellSouth AIN 0.1 service creation tools and deploy those applications via the BellSouth SMS to the BellSouth SCPs. Through traditional mechanisms, MCI will be supported in provisioning switch triggers in BellSouth local switches which will access these applications. AIN SCE/SMS service development capabilities provided to MCI will provide the same AIN 0.1 service development opportunities as presented to BellSouth in utilization of its basic AIN programmability tools (DesignEDGE service). See Figure 7 below.

13.6.2.1 BellSouth will participate in standards bodies actively pursuing SMS/SCE standards. If standards are adopted in this area, BellSouth will seek to evolve its AIN SMS/SCE access toward such standards.

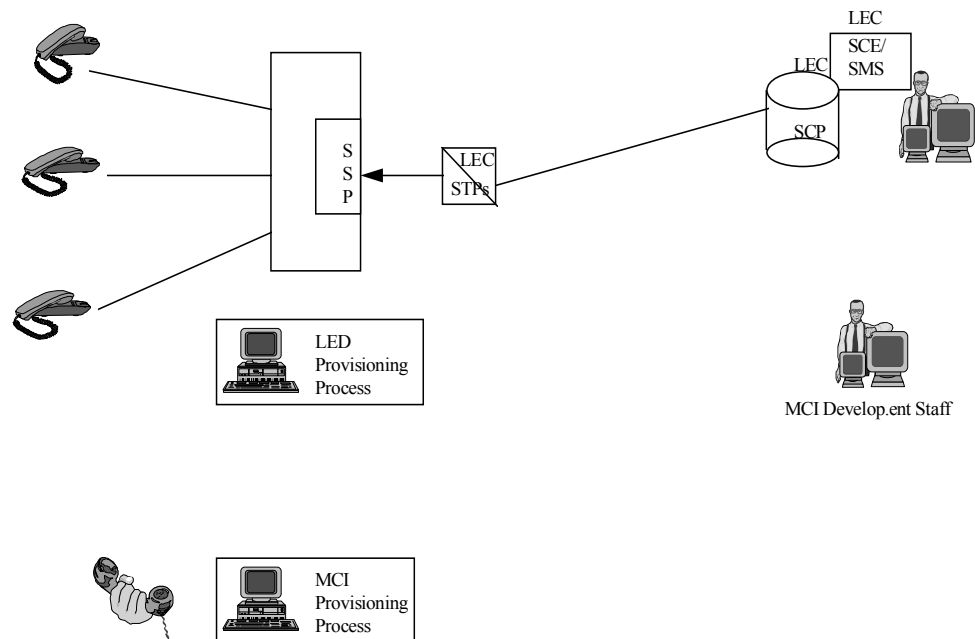


Figure 7

13.6.3 BellSouth's SCE/SMS offering shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCI on a reasonable basis. Scheduling procedures shall provide MCI equal priority access to these resources.

13.6.4 AIN access. BellSouth shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security Section of this Agreement.

13.6.5 The BellSouth SCP shall partition and protect MCI service logic and data from unauthorized access, execution or other types of compromise.

13.6.6 When MCI selects SCE/SMS AIN access, BellSouth shall provide adequate training, documentation, and technical support of MCI development staff to reasonably expect successful application development. Such training shall address use of SCE/SMS AIN access and administrative functions, but will not include support for creation of a specific service application.

13.6.7 When MCI selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. MCI access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6.8 When MCI selects SCE/SMS AIN Access, BellSouth shall allow MCI to download data forms and/or tables to the BellSouth SCP via the BellSouth SMS without intervention from BellSouth (e.g., service customization and subscriber subscription).

13.6.9 BellSouth shall offer, through the SCE/SMS AIN Access, access to the SCPs/Databases for control of MCI end user functionality.

13.6.10 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCI. Scheduling procedures shall provide MCI equivalent priority to these resources.

13.6.11 BellSouth SCP shall partition and protect MCI service logic and data from unauthorized access, execution or other types of compromise.

13.6.12 When MCI selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MCI to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.6.13 When MCI selects SCE/SMS AIN Access, BellSouth shall allow MCI to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

13.7. Calling Name (CNAM) Database: The CNAM Database contains subscriber name and telephone number information used to show the calling party name of an incoming call on a display attached to the telephone of the terminating carrier's end user. Access to the CNAM database is available via two methods, as described below.

13.7.1 Calling Name (CNAM) Database Service, which accesses the CNAM database on a per query basis, shall be provided at the rates set forth in Attachment 1 to this Agreement. MCI must provide to its account manager a written request with a requested activation date to activate this service. If MCI is interested in requesting CNAM with volume and term pricing, MCI must contact its account manager to request a separate CNAM volume and term Agreement.

13.7.2 In lieu of or in addition to the foregoing, upon MCI's request, BellSouth shall provide to MCI an electronic download of the CNAM Database for the state of Georgia. Such download shall be provided via Connect:Direct, or upon mutual agreement, the Parties may elect to provide the download via another method of delivery. Such download shall be provided in accordance with the following:

13.7.2.1 Upon MCI's written request, BellSouth shall develop a system through which BellSouth shall provide to MCI a download of all the information described in this Section 13.7 for the state of Georgia in BellSouth's Customer Name (CNAM) database. The downloaded information shall include only the information that would be accessible to MCI on a per query basis.

13.7.2.1.1 The Commission in D-11901-U has determined that the database download shall not include third party (e.g., ILEC, CLEC, and independent telephone company) subscriber records stored by BellSouth within its Customer Name (CNAM) database.

13.7.2.2 Within ten (10) business days of MCI's request, BellSouth shall submit to MCI an estimate of the nonrecurring charge for development of the download process and the recurring charge for maintenance of the database and for updated downloads, and such estimate shall be in accordance with the procedure in Attachment 1 for developing new prices. MCI will respond to BellSouth within thirty (30) days after receipt of the charges from BellSouth as to whether MCI accepts the estimated charges and wishes to receive a detailed price quote. If MCI elects to receive a detailed price quote, it shall so notify BellSouth in writing and BellSouth, within an additional twenty (20) days, shall submit to MCI a firm price quote for the download, in accordance with Attachment 1. If MCI elects to proceed with the download, MCI shall notify BellSouth of such intent and shall pay to BellSouth the nonrecurring charges for systems development. If negotiations of a firm price are incomplete, MCI may accept BellSouth's firm price quote as an interim rate, pursuant to subsection 1.4.1 of Attachment 1, and pay such interim rate, subject to retroactive true-up. Prior to transmission of the initial download, the Parties shall meet to establish appropriate business processes for downloads and updates of the data, including but not limited to initial download file size and anticipated update volume. If MCI thereafter chooses to cancel its request for a download, BellSouth will return to MCI that portion of the nonrecurring charges that BellSouth has not yet incurred as of the date of cancellation. BellSouth shall develop the system in accordance with a reasonable implementation schedule mutually agreed to by the Parties.

13.7.2.2.1 The charge to MCI for providing the CNAM database shall include all developmental costs, including those costs associated with screening information not subject to download as provided in this Section 13.7.

13.7.2.3 The initial download shall reflect all data that is current as of one business day prior to the provision date.

13.7.2.4 BellSouth shall update, at Parity, the CNAM Database Information via downloads of all database changes (i.e., additions, deletions, and modifications) to MCI on each business day. Upon request of MCI, BellSouth shall provide a complete database download to ensure data accuracy, at the rates negotiated by the Parties or at the interim rate subject to true-up. If

a BellSouth update corrupts or otherwise degrades the integrity of the database, because of an error or omission of BellSouth, BellSouth shall provide a complete database download at no cost to MCI.

13.7.2.5 The Commission in Docket 11901-U has determined that any download of information in the CNAM Database for Georgia is provided to MCI only for MCI to query originating calls to an MCI local end user for the purpose of providing caller identification name to the MCI end user. MCI shall not use the data for any other purpose, including but not limited to (i) selling queries to third parties, (2) disclosing such information to third parties or affiliates, or (3) marketing any service of MCI or any third party. BellSouth shall have the right to audit MCI's use of the data to determine compliance with this Subsection. Such audit shall be performed at BellSouth's expense by an independent auditor, shall be based on a good faith belief that MCI is not complying with this subsection, and shall be in accordance with Generally Accepted Auditing Standards (GAAS). The independent auditor shall keep MCI's network and operational information strictly confidential, and shall only release the final audit results to BellSouth. The Parties intend that the language in this subsection encompass the Commission's decision in Docket 11901-U and is not intended to exceed the requirements of that decision.

Section 14. Tandem Switching

14.1 Definition. Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

14.2 Technical Requirements

14.2.1 Tandem Switching shall comply with the specifications set forth in Appendix 1 of this Attachment. Such specifications include, at a minimum, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Based on the line class codes established by MCI at the BellSouth end office, Tandem Switching shall provide screening and routing as designated by MCI;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCI;

14.2.1.4 When Technically Feasible, and requested via BFR by MCI, Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

14.2.1.5 Left Blank Intentionally;

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by MCI;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" Section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between an MCI end office and the end office of another CLEC in accordance with Attachment 4 of this Agreement).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

14.2.5 Tandem Switching shall record billable events and provide the billing information to MCI in accordance with the requirements of Attachment 8 of this Agreement.

14.2.6 BellSouth shall perform, at Parity and on a nondiscriminatory basis, routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCI and where available, the results and reports of testing

performed in response to a trouble report shall be made available to MCIm.

14.2.7 Tandem Switching shall be capable of controlling congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block MCIm traffic in a discriminatory manner).

14.2.8 Tandem Switching shall route calls to BellSouth or MCIm endpoints or platforms on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the BellSouth switching network shall be mutually agreed to by MCIm and BellSouth. Such plans shall meet MCIm requirements for routing calls through the local network. Notwithstanding the provisions of subsection 14.3.4, Tandem Switching shall not be used to route OS or DA calls, either directly or on an overflow basis, unless MCIm has purchased selective routing from BellSouth.

14.2.9 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.

14.2.10 In support of AIN triggers and features, Tandem Switching, when Technically Feasible and requested via BFR by MCIm, shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.

14.2.11 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 Interface Requirements - Tandem Switching

14.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

14.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

14.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

14.3.4 Tandem Switching shall provide an alternate final routing pattern for MCI traffic overflowing from direct end office high usage trunk groups.

Section 15. Cooperative Testing

15.1 MCI and BellSouth shall perform cooperative testing based on the requirements of Appendix 1 of this Attachment, and such testing shall be performed as set forth in Attachment 8 of this Agreement.

Section 16. Basic 911 and E911

16.1 See Attachment 9.

Section 17. Directory Assistance Data

17.1 See Attachment 9.

Appendix I Attachment 3

1. Table of Technical References

Loop Concentrator/Multiplexer (“LC/M”) Technical and Interface Requirements	
<u>BellSouth TR73600, Unbundled Local Loop Technical Specifications.</u> BellSouth TR73600 applies in the absence of a national industry standard for this element.	
Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.	
Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.	
ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).	
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.	
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.	
ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.	
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.	
LC/M and Intelligent LC/M Technical and Interface Requirements	
<u>BellSouth TR73600, Unbundled Local Loop Technical Specifications.</u> BellSouth TR73600 applies in the absence of a national industry standard for this element	
Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.	
Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993.	
Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.	
Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.	
DS1 Conditioned and Optical Loop Feeder Technical Requirements	
<u>BellSouth TR73600, Unbundled Local Loop Technical Specifications.</u> BellSouth TR73600 applies in the absence of a national industry standard for this element	
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces.	
Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.	
Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.	
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).	
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.	

ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
Loop Feeder Interface Requirements
<u>BellSouth TR73600, Unbundled Local Loop Technical Specifications.</u> BellSouth TR73600 applies in the absence of a national industry standard for this element
Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2. August 1987.
Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992- Rev. 1, December 1993-1 Supplement 1, December 1993.
Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.
NID Interface Requirements
<u>BellSouth TR73600, Unbundled Local Loop Technical Specifications.</u> BellSouth TR73600 applies in the absence of a national industry standard for this element
Bellcore Technical Advisory TA-TSY-000120 "Subscriber Premises or Network Ground Wire";
Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and,
Bellcore Technical Requirement TR-NWT-0001 33 "Generic Requirements for Network Inside Wiring."
Distribution Technical Requirements
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ATTACHMENT 4
INTERCONNECTION

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INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIm, BellSouth shall provide Interconnection to MCIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 Unless otherwise mutually agreed, the Parties shall maintain the status quo with respect to the existing Points of Interconnection until such time as the Commission in Generic Docket No. 13542-U determines the rights of the Parties with respect to the designation of the Point or Points of Interconnection. The Parties shall not establish new Points of Interconnection during the pendency of Generic Docket No. 13542-U except on mutual agreement. Upon request of either Party, the Parties shall negotiate an amendment to this Agreement to incorporate the provisions of a Commission order in Generic Docket No. 13542-U.

1.3.1 A Party authorized in Generic Docket No. 13542-U to establish new or change existing Points of Interconnection with the other Party will provide written notice of the need to establish or change such Interconnection to the other Party. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCI must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCI chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCI must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCI NXXs are “homed.” It is MCI’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCI to home its NPA/NXX(s) on a BellSouth tandem, MCI’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCI can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCI and as described in this

Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCI and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCI shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCI Interconnection Wire Center ("MCI Wire Center").

1.6.1.5 MCI shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCI to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCI shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCI's Wire Center and MCI shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCI's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCI shall take the fiber from the manhole and terminate it inside MCI's Wire Center in the FOT equipment at MCI's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCI to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCI elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCI and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCI shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCI Interconnection Wire Center ("MCI Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCI to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCI, BellSouth shall allow MCI access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCI shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCI interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCI from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCI to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCI are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCI based on MCI's NXX Access Tandem homing arrangement as specified by MCI in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCI.

2.1.1.6.2 BellSouth and MCI agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCI.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCI will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCI. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCI shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCI's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCI in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

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

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCI's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCI and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCI. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCI's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCI and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCI may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCI for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCI-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCI may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCI has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCI must still establish trunks at all BellSouth access tandems where MCI NXXs are "homed". MCI shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCI may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCI originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCI does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCI must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCI does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCI routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCI agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCI.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCI's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCI's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall not require trunk group fragmentation by traffic types.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall be permitted to offer tandem services for switched access traffic. In order to ensure that BellSouth receives appropriate switched access charges, MCIIm shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides in

conjunction with MCI's tandem service. The billing records shall be subject to audit pursuant to Part A of this Agreement.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCI's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCI's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCI's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCI shall pay the appropriate charges associated with the request.

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

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will

alleviate the tandem capacity shortage and ensure completion of traffic between MCI and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCI switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCI switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCI switching center and the BellSouth end office when overflow traffic between the MCI switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCI shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCI's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCI is unwilling to utilize an alternate interconnection protocol, MCI will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCI and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar

growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCI, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCI's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCI's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCI forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as

the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCI work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCI interconnects with a third party through BellSouth, MCI is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCI and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCI interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCI and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCI and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCI and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCI's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCI and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier. Unless and until BellSouth notifies MCI that an independent

telephone company has adopted an alternative to the primary carrier plan, for intraLATA toll calls originating on an independent telephone company's network, MCI shall presume that BellSouth is the intraLATA toll carrier, and shall use the 1101 records provided by BellSouth to bill BellSouth the appropriate access charges. If BellSouth notifies MCI that an independent telephone company has adopted an alternative to the primary carrier plan, the Parties shall amend this Agreement to incorporate the appropriate access billing methods.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 Consistent with its decision in Docket No. 11644-U, the Commission will defer ruling on whether IP Telephony is subject to switched access charges or reciprocal compensation.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCI charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's Order in Docket 11901-U, MCI is entitled to reciprocal compensation for tandem switching because each of MCI's switches in the Atlanta area serves a geographic area comparable to the area served by BellSouth's tandem switch and is functionally equivalent. MCI shall charge BellSouth for tandem switching and end office switching for all Local Traffic. BellSouth shall charge MCI for tandem switching and end office switching where those elements actually are used in the termination of a call. The Parties shall charge each other for common transport where common transport actually is used in the termination of a call.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCI utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCI for transport and termination of BellSouth originated traffic, BellSouth will pay MCI no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCI receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCI switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCI at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCI as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Compensation for calls to foreign exchange (as foreign exchange is defined in Section 19 of Docket 11901-U) lines shall be determined in Generic Docket No. 13542-U.

9.4.7..Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party

terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Rates for the exchange of Local Traffic shall apply to all ISP-bound Traffic exchanged by the Parties between the expiration date of the initial term of the Parties' prior interconnection agreement and June 13, 2001, inclusive.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCI delivers an MCI end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCI shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCI for termination to a MCI end user, BellSouth shall compensate MCI at MCI's Commission filed and effective Switched Access tariff rate. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 For local calls (as defined in the interconnection agreement between MCI and the applicable third party) that originate from a third party, transit BellSouth's network, and terminate to MCI, MCI may require BellSouth, on MCI's behalf, to bill and collect reciprocal compensation from such third party. MCI shall not require BellSouth to perform billing and collection functions for third parties with which MCI does not have an interconnection agreement. MCI shall provide BellSouth the information from such agreements necessary for BellSouth to fulfill its billing and collection obligations. If MCI requests BellSouth to perform billing and collection functions, the Parties shall meet to establish the appropriate procedures for these functions. BellSouth shall provide such billing and collection functions within an interval, and at rates (recurring and non-recurring, which may include developmental costs), terms, and conditions, which shall be negotiated by the Parties at the time this Service is requested. BellSouth may require MCI to pay for system developmental charges in advance of system development work. BellSouth shall provide the Service within the agreed-upon interval, even if rate negotiations are incomplete, and BellSouth shall set an interim rate, which MCI shall pay, that is just, fair, reasonable, and nondiscriminatory. If interim rates are used, MCI shall pay BellSouth the final negotiated or arbitrated rate, retroactive to the date the Services are first provided. If MCI withdraws a request for the billing and collection functions described in this section, MCI shall be responsible for the costs reasonably incurred by BellSouth prior to the withdrawal of the request, and BellSouth shall refund to MCI any money collected from MCI in excess of such costs.

9.7.1.1 If MCI requires BellSouth to bill and collect from a third party LEC, CLEC or CMRS provider on MCI's behalf, BellSouth shall remit to MCI amounts collected on MCI's behalf, for such calls terminating to MCI using MCI's rates set forth in the interconnection agreement between MCI and the third party. Such rates must be based on a minute of use basis. BellSouth shall provide MCI with information regarding uncollectible accounts, for which BellSouth shall have no obligation to remit amounts to MCI. Uncollectible accounts are those for which BellSouth does not receive payment from the third party by the bill due date (as defined in the interconnection agreement between MCI and the third party). BellSouth is under no obligation to continue collection activity on accounts it has reported to MCI as uncollectible.

9.7.2 If MCI does not request that BellSouth bill and collect on its behalf, BellSouth shall not be responsible for billing and collection with the applicable third party. MCI will instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

9.7.3 Transit Traffic Service. The originating Party of local transit traffic shall compensate the transiting Party at the applicable rates set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on reciprocal compensation payments to the wireless carriers, or indemnify MCI as to any claim the wireless carriers may raise concerning those reciprocal compensation payments.

9.7.4 The Parties agree to deliver transit traffic to the terminating carrier. Except as otherwise provided in this Agreement, the transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this

Agreement, MCIIm is the Initial Billing Company (“IBC”) and BellSouth is the Subsequent Billing Company (“SBC”).

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages (“BIPs”).

9.8.5 Information will be exchanged in the Exchange Message Interface (“EMI”) format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth’s Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to

the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm

Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIm end user, MCIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIm for the terminating usage on that unbundled switching.

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COLLOCATION

Section 1. Introduction

This Attachment contains the requirements for Collocation. As set forth below, BellSouth must provide physical collocation within its premises on a first come, first served basis at the rates set forth in Attachment 1 of this Agreement. BellSouth premises include BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators or similar structures ("Premises"). If MCIIm requests collocation at Premises other than a BellSouth central office or serving wire center, the Parties shall negotiate terms and conditions, including rates, at the time of the request. At MCIIm's option, if space is exhausted, collocation may be virtual or, where technically feasible, adjacent. Where space is available, MCIIm may collocate using the following options: caged, shared caged or cageless collocation. BellSouth also shall provide physical or virtual collocation to MCIIm, using any other technically feasible method, under terms and conditions to be negotiated by the parties upon request by MCIIm. MCIIm is entitled to a presumption that a method is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises. Once physical collocation space is assigned to and occupied by MCIIm, BellSouth shall not unreasonably reassign MCIIm to other space, and in any event, BellSouth shall do so in a nondiscriminatory manner.

Section 2. Physical Collocation

2.1 General Requirements

2.1.1 If space is available or can be made available pursuant to applicable laws or regulations, BellSouth agrees to provide physical collocation space on its Premises, as requested by MCIIm, for MCIIm's interconnection and access to Network Elements.

BellSouth will designate the location of the collocation space, however, if available in the designated area, BellSouth will offer MCI space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet MCI's requirements. The amount of space requested by MCI may include an amount sufficient to accommodate its needs for up to 24 months, and such space reservation shall be at Parity.

2.1.1.1 Application Process

Application for Space. MCI shall submit an application document when MCI or MCI's Guest(s), as defined in subsection 4.1, desires to request or modify the use of the Collocation Space.

2.1.1.2 Initial Application. For MCI or MCI's Guest(s) initial equipment placement, MCI shall submit to BellSouth a complete and accurate Physical Expanded Application Inquiry document (Bona Fide Application). The Application Fee set forth in Attachment 1 of this Agreement shall be billed upon BellSouth's determination that space is available. MCI may include in the Bona Fide Application all equipment that it plans to install in the Collocation Space, but shall not be required to install initially all such equipment upon acceptance of the Collocation Space.

2.1.1.3 Application Response. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. BellSouth will provide a written response ("Application Response") within the timeframes set forth below.

Virtual 10 Calendar Days

Physical (caged or cageless) 20 Calendar Days

The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees. If the amount of space requested is not available, BellSouth will notify MCI of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by

MCIIm, or differently configured, MCIIm must resubmit its Application to reflect the actual space available.

2.1.1.4 Bona Fide Firm Order. MCIIm shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. All Bona Fide Firm Orders must be submitted on the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written Application Response provided by BellSouth (“Bona Fide Firm Order”). BellSouth shall bill MCIIm for the appropriate fees set forth in Attachment 1 of this Agreement upon BellSouth’s receipt of the Bona Fide Firm Order. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth’s response to MCIIm’s Application/Inquiry. If, at any time, BellSouth needs to reevaluate MCIIm’s Bona Fide Application as a result of changes requested by MCIIm to MCIIm’s original Application, then BellSouth will charge MCIIm a fee as follows:

1. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required.
2. Where the modification requested has limited effect (i.e., requires an assessment but no capital expenditure by BellSouth) the fee shall be the Subsequent Application Fee as set forth in Attachment 1.
3. Where the modification requested includes major changes (i.e., requiring capital expenditure by BellSouth), BellSouth may require MCIIm to resubmit a new Application with an Application Fee.

2.1.1.5 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. If desired by MCIIm, MCIIm shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service MCIIm’s Collocation Space. Both parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity, etc.) known to that party.

2.1.1.6 Cancellation. If, at anytime, MCIIm cancels its order for the Collocation Space(s), MCIIm will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum

amount MCIIm would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

2.1.1.7 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unoccupied space in the Central Office Premises. MCIIm will be responsible for any justification of unoccupied space within its space, if such justification is required by the appropriate state Commission. BellSouth shall comply with 47 CFR 51.321(f) and any applicable Commission rules or orders.

2.1.1.8 Termination. Except where otherwise agreed to by the Parties, MCIIm may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth by Subsequent Application, for which no fees shall apply. Upon termination of such occupancy, MCIIm at its expense shall remove its equipment and other property from the Collocation Space. MCIIm shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of MCIIm's Guests; provided, however, that MCIIm shall continue payment of monthly fees to BellSouth until such date as MCIIm has fully vacated the Collocation Space. Should MCIIm fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of MCIIm at MCIIm's expense and with no liability for damage or injury to MCIIm's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy, MCIIm shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by MCIIm except for ordinary wear and tear. MCIIm shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

2.1.2 BellSouth will allow MCIIm to collocate in BellSouth's Premises, without requiring the construction of a cage, or similar structure or enclosure, and without requiring the creation of a separate entrance to MCIIm's collocation space. BellSouth may require MCIIm to use a central entrance to BellSouth's building, but may not require construction of a new entrance for MCIIm' use, and

once inside the building, BellSouth must permit MCIIm to have direct access to MCIIm's equipment, including demarcation points, twenty-four (24) hours per day, seven (7) days per week, pursuant to safety requirements in subsection 7.3 of this Attachment.

2.1.2.1 If MCIIm changes locks for the protection and security of its equipment, it will provide BellSouth with duplicate keys.

2.1.3 BellSouth shall make collocation space available in single bay increments, meaning that MCIIm can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

2.1.4 Demarcation Point. **BellSouth shall designate the point(s) of demarcation between MCIIm's collocated equipment and BellSouth's equipment. BellSouth shall use its best efforts to designate the closest Technically Feasible demarcation points, that are available, to MCIIm's collocation space.** No cross connect charges shall apply at the time MCIIm's certified vendor provides the necessary connection(s) from its collocation space to such demarcation point(s) ("TIE cable/pairs"). However, cross connect charges, as set forth in Attachment 1, will apply when BellSouth, upon receipt of an order from MCIIm for BellSouth services and/or interconnection, connects such services from BellSouth's termination to the demarcation point. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For circuits and loops that BellSouth normally terminates on a BellSouth conventional distributing frame, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. MCIIm shall be responsible for providing, and MCIIm's BellSouth certified vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For DS-1 and DS-3 cross connections, the demarcation point shall be on a DSX frame. For fiber cross connections, the demarcation point shall be on an LGX frame. MCIIm or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests. As used in this Section, "conventional distributing frame" means an MDF or IDF normally used by BellSouth to terminate its circuits.

2.1.5 Reporting

2.1.5.1 Upon request from MCIIm, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report for the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.5.2 The request from MCIIm must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. BellSouth will respond to a request for a particular Premises within ten (10) business days of receipt of such request.

2.1.6 Public Notification. BellSouth must maintain a publicly available document, posted for viewing on BellSouth's publicly available internet site, indicating all Premises that are full, and must update such a document within ten (10) days of the date at which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. This notice will be posted within ten (10) days of BellSouth's notification to the state Commission of its intent to withdraw a previously filed Petition for Waiver under 47 U.S.C. Sec. 252(c)(6). BellSouth shall allocate said available space pursuant to the waiting list referenced in subsection 2.2.3.

2.1.7 BellSouth will remove obsolete unused equipment from its Premises upon reasonable request by MCIIm.

2.2 Denial of Space.

2.2.1 Filing of Petition for Waiver. Upon Denial of the Application, BellSouth will timely file a petition with the state Commission pursuant to 47 U.S.C. 251(c)(6). BellSouth shall submit to the state Commission, subject to any protective order as the state Commission may deem necessary, detailed floor plans or diagrams of any Premises where BellSouth claims that physical collocation is not practical because of space limitations. BellSouth will comply with the rules and regulations of the Commission for filing of petitions for waiver. If it is MCIIm's request for space that leads BellSouth to file a request for waiver, BellSouth will provide to MCIIm, upon request from MCIIm, a copy of the floor plans and

diagrams filed with the Commission, subject to any nondisclosure protections the Commission deems appropriate. BellSouth will provide such a copy within five (5) business days of MCIIm's request or the filing with the state Commission, whichever is later.

2.2.2 Denial of Application. After notifying MCIIm that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow MCIIm, upon request, to tour the entire Premises within ten (10) days of such Denial of Application. In order to schedule said tour within ten (10) days, the request for a tour of the Premises must be received, by BellSouth, within five (5) days of the Denial of Application. Any request received by BellSouth later than five (5) days after MCIIm's receipt of BellSouth's Denial of Application will be fulfilled within five (5) days of the request.

2.2.3 Waiting List. In accordance with Applicable Law, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list. When space becomes available, MCIIm must submit an updated, complete, and correct Application to BellSouth within thirty (30) calendar days of such notification. If MCIIm has originally requested caged collocation space and cageless collocation space becomes available, MCIIm may refuse such space and notify BellSouth in writing within that time that MCIIm wants to maintain its place on the waiting list without accepting such space. MCIIm may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If MCIIm does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove MCIIm from the waiting list. Upon request BellSouth will advise MCIIm as to its position on the list. BellSouth also shall give notice to the Commission that space is about to become available, and BellSouth shall post such information on BellSouth's public web site. BellSouth shall make space available to telecommunications carriers according to their order on the waiting list.

2.2.4 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to

technical reasons or space limitations, and that physical collocation space has subsequently become available, MCIm may transition its virtual collocation arrangements to physical collocation arrangements. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by MCIm, such information will be provided to MCIm in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to MCIm within 180 days of BellSouth's written denial of MCIm request for physical collocation, and (ii) MCIm was not informed in the written denial that physical collocation space would become available within such 180 days, then MCIm may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. MCIm must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation. If MCIm requests a conversion from virtual collocation to physical collocation, the response times described in subsection 2.1.1.3 of this Attachment shall apply.

2.2.4.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities

Section 3. Adjacent Collocation

3.1 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the

Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by MCIIm and in conformance with BellSouth's reasonable safety and maintenance requirements. Further, MCIIm shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates, which are interim subject to true up, shall be as set forth in Attachment 1.

3.2 Should MCIIm elect such option, MCIIm must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance requirements, which are incorporated by reference and attached as Exhibit A to this Attachment. Should either Party propose any changes to the requirements set forth in Exhibit A, the Parties shall amend this Agreement to incorporate such changes. If the Parties are unable to agree on the proposed changes, the Party opposing the changes shall promptly pursue dispute resolution pursuant to Section 23 of Part A of this Agreement. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications set forth in Exhibit A, MCIIm and MCIIm's contractor must comply with local building code requirements. MCIIm's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. MCIIm must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access MCIIm's locked enclosure prior to receiving MCIIm's permission to enter the enclosure. BST will notify MCIIm of any emergency entry into MCIIm's enclosure.

3.3 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in subsection 4.1 following, to ensure the design and construction comply with BellSouth's reasonable safety and maintenance requirements. BellSouth may require MCIIm, at MCIIm's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. If the nature and gravity of the deviation requires the removal of the entire adjacent arrangement enclosure, the Parties will mutually agree to an alternative timeframe not to exceed thirty (30) business days.

3.4 MCIIm shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure

(i.e. racking, conduits, etc.) to the BellSouth demarcation point. At MCIm's option, BellSouth shall provide an AC or DC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. If MCIm requests BellSouth to provide DC power to MCIm's adjacent collocation space, BellSouth shall provide such DC power where technically feasible in accordance with Applicable Law.

Section 4. Shared/Common Caged Collocation

4.1 Shared (Subleased) Caged Collocation. MCIm may allow other telecommunications carriers to share MCIm's caged collocation arrangement pursuant to terms and conditions agreed to by MCIm ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. MCIm shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by MCIm that said agreement imposes upon the Guest(s) the same terms and conditions, excluding rates, for collocation space as set forth in this Agreement between BellSouth and MCIm.

4.2 MCIm shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host submits a single initial Application that covers both Host and Guest collocation, only one Application Fee will be assessed. If, subsequent to the initial placement of equipment in the collocation space, the Host submits a separate application for Guest collocation, a Subsequent Application Fee, as set forth in Exhibit A, shall apply. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements. Nothing in this Section shall prevent MCIm from paying BellSouth for any charges associated with MCIm's Guests with checks written by such Guests to BellSouth, provided that MCIm remains responsible for such payments.

4.3 MCIm shall require all Guests to agree to limit BellSouth's liability to Guests to the same liability that BellSouth has to MCIm under this

Agreement. MCIIm shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature, asserted by an MCIIm Guest against BellSouth, arising out of the presence of MCIIm's Guests in the Collocation Space, except for claims, actions, causes of action, of whatever kind or nature arising out of or related to the interconnection between BellSouth and the Guests or BellSouth's provision of access to Unbundled Network Elements to the Guests directly, to the extent that such claims, actions, or causes of action exceed the limitation of liability required by this subsection 4.3.

Section 5. Cageless Collocation

5.1 Except where local building code does not allow cageless collocation, BellSouth shall allow MCIIm to collocate MCIIm's equipment and facilities without requiring the construction of a cage or similar structure. Except where MCIIm's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, MCIIm must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to use of a BellSouth certified vendor.

Section 6. Virtual Collocation

Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1. BellSouth shall provide Virtual Collocation at the rates set forth in Attachment 1 of this Agreement. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 and this Agreement, this Agreement shall control.

6.1 Virtual collocation means MCIIm will provide and will lease to BellSouth transmission equipment dedicated to MCIIm's use. MCIIm will be responsible for monitoring and controlling MCIIm circuits terminating at BellSouth's premises. Once space preparation is complete and upon MCIIm's request, BellSouth shall contract with a BellSouth certified vendor to install all equipment and facilities in accordance with BellSouth's guidelines and specifications. MCIIm shall be responsible for all costs of the vendor's installation in addition to BellSouth's charges for overseeing and otherwise handling the installation. MCIIm shall be responsible for all engineering associated with the installation and the provision of all equipment, necessary supplies and related documentation. BellSouth's obligations to install the equipment shall not begin until MCIIm has provided all of the above to BellSouth. BellSouth will maintain and repair such equipment under the same intervals and with the

same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance includes the change out of electronic cards provided by MCIIm.

6.2 MCIIm may purchase the equipment from third parties, and will not be required to purchase the equipment from BellSouth.

6.3 To the extent BellSouth is required to provide virtual collocation outside the central office, BellSouth will provide unbundled transport and sub-loops in accordance with the terms of this agreement.

6.4 BellSouth will make available digital, analog and fiber cross-connects for virtual collocation at the rates contained in Attachment 1.

Section 7. Additional Requirements

7.1 Type of Equipment

7.1.1 BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or access to unbundled network elements. Whenever BellSouth objects to collocation of equipment by MCIIm for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the commission that the equipment will not be actually used by MCIIm for the purpose of obtaining interconnection or access to unbundled network elements. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of MCIIm's equipment, citing safety standards, BellSouth must provide to MCIIm within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends MCIIm's equipment fails to meet. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and (2) Equipment being collocated to terminate basic transmission facilities pursuant to 47 CFR 64.1401 and 64.1402, and (3) Digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this Section requires BellSouth to permit collocation of equipment used solely for switching or solely

to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of MCIIm to use all the features, functions, and capabilities of equipment collocated pursuant to this Section, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

7.1.2 Subject to requirements of this Attachment, MCIIm may place or install in or on the Collocation Space such additional personal property and facilities, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such property and facilities do not violate floor loading requirements, impose or could impose or contain or could contain unreasonable environmental conditions or hazards. Personal property, facilities and equipment placed by MCIIm in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by MCIIm at any time. Any damage caused to the Collocation Space by MCIIm's employees, agents, or representatives during the removal of such property shall be promptly repaired by MCIIm at its expense.

7.2 Connections Between Carriers. Subject to subsection 2.1.1 of this Attachment, MCIIm may directly connect to other Collocators within the designated BellSouth Premise (including to its other virtual or physical collocated arrangements) through facilities owned by MCIIm, another Collocator or through BellSouth facilities owned by BellSouth designated by MCIIm, at MCIIm's option. Such connections to other carriers may be made using either optical or electrical facilities. MCIIm may deploy such optical or electrical connections directly between its own facilities and the facilities of other Collocator(s) without being routed through BellSouth equipment.

If MCIIm requests a co-Carrier cross-connect after the initial installation, MCIIm must submit an application with a Co-Carrier Cross Connect Subsequent Application Fee at the rates set forth in Attachment 1 of this Agreement. BellSouth will use best efforts to assess the cost, pursuant to applicable law, of this type of request within 6-9 months of execution of this Agreement. If MCIIm elects to have BellSouth provide the co-Carrier cross-connect, BellSouth shall place the cross-connect pursuant to a cross-connect order and no application or application fee will be required. In such cases, cross-connect charges will apply, and cable support structure charges will not apply. If MCIIm elects to use its own facilities, MCIIm must use a certified vendor to place the co-Carrier cross connect, except in cases where the MCIIm equipment and the equipment of the other Collocator are located within contiguous collocation spaces. In

cases where MCIm's equipment and the equipment of the other Collocator are located in contiguous collocation spaces, MCIm itself will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed, and no recurring charges will apply for MCIm's use of the constructed cable rack. BellSouth shall complete cable rack construction at Parity. The term "co-Carrier" as used in this Section is not intended to imply the existence of a joint venture or partnership between collocating carriers.

7.2.1 MCIm may choose to lease unbundled transport from BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

7.2.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment 1.

7.3 Security

7.3.1 The security and safety requirements set forth in this Section are as stringent as the security requirements BellSouth maintains at its own Premises either for their own employees or for authorized contractors. BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to subsection 4.1, preceding, or authorized agents of MCIm will be permitted in the BellSouth Premises 24 hours per day each day of the week. MCIm shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the MCIm name. BellSouth reserves the right to remove from its Premises any employee of MCIm not possessing identification issued by MCIm, unless such employee can provide other identification verifiable by BellSouth. Notwithstanding the foregoing, BellSouth shall not permit access to its Premises to an MCIm employee who does not have the necessary card access device. MCIm shall be solely responsible for ensuring that any Guest of MCIm is in compliance with all subsections of this Section 7. BellSouth shall recover the costs for security for the Premises pro rata on a per square foot basis across all usable space in the Premises.

7.3.1.1 BellSouth shall recover the costs for security based on the following three scenarios:

1. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit only a single collocating party in a central office should be paid for by that collocating party;
2. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit both current and future collocating parties shall be recoverable by BellSouth from current and future collocating parties; and
3. The costs of security arrangements necessary to the provisioning of collocation space incurred by BellSouth that benefit current or future collocating parties and BellSouth shall be recoverable by BellSouth from current and future collocating parties, and a portion shall be attributed to BellSouth. When multiple collocators and BellSouth benefit from modifications or enhancements, the cost of such benefits or enhancements shall be allocated based on the amount of square feet used by the collocator or BellSouth, relative to the total useable square footage in the central office.

7.3.1.2 MCIm shall provide the name and either the 1) date of birth or 2) driver's license number of each employee, contractor or agent provided access keys or cards ("Access Keys") prior to issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. MCIm shall be responsible for all Access Keys and for the return of all said Access Keys in the possession of MCIm employees, contractors, Guests, or agents after termination of the employment relationship or contractual obligation with MCIm or upon termination of this Attachment or the termination of occupancy of an individual collocation arrangement. MCIm shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key or for failure to return an Access Key, MCIm shall pay all reasonable costs associated with re-keying.

7.3.1.3 MCIm shall submit to BellSouth the completed Access Control Request form (RF-2906-C) for all employees or agents requiring access to the Premises a minimum of fifteen (15) days prior to the date MCIm desires access to the Collocation Space. MCIm may submit the Access

Control Request form any time after Firm Order to allow for reasonable access to the Collocation Space during construction.

7.3.2 BellSouth shall require MCIm employees to undergo the same level of security training as that applied to BellSouth's own employees and authorized contractors, but BellSouth must provide information to MCIm on the specific type of training required so that MCIm may, train its own employees.

7.3.2.1 BellSouth shall permit MCIm-designated employees and agents to access the Premises even if such employees or agents have not completed the required training; provided, however, that BellSouth shall require a security escort for such employees or agents and shall charge MCIm for such security escort.

7.3.3 BellSouth will use its best efforts to prevent harm or damage to MCIm's property and MCIm's employees and contractors while they are on BellSouth's Premises. BellSouth will restrict access to MCIm equipment by BellSouth employees and contractors and third parties to the extent necessary to perform their job functions. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to MCIm when access to the Collocation Space is required. BellSouth shall provide the names of all personnel and agents entering the MCIm Space. MCIm may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that MCIm will not bear any of the expense associated with this work. Upon request from MCIm's security department, for the purposes of investigating an incident within the Premises, affecting MCIm's space or equipment, BellSouth will provide documentation regarding ingress and egress to the Premises.

7.3.4 While in MCIm space, BellSouth will comply at all times with its own security and safety procedures and requirements.

7.3.5 BellSouth will ensure that the area which houses MCIm equipment is adequately secured and monitored to prevent unauthorized entry. BellSouth will immediately notify MCIm's security department of any actual or attempted security breaches to the MCIm collocation space to the extent BellSouth becomes aware of such breaches.

7.3.6 Where collocation is cageless, these additional requirements apply at MCIm's request:

7.3.6.1 If MCIm uses locking cabinets to enclose equipment, operating racks, equipment spare parts, power feeds, and cable conduits, MCIm may limit access by BellSouth employees to emergencies only.

7.3.6.2 If the area where cageless collocation is located does not have an access card security system, BellSouth will install such a system. The access card system shall have a database which tracks and reports entrance and exit.

7.3.7 If surveillance is recorded on videotape, upon request from MCIm's security department for the purposes of investigating an incident within the Premises affecting MCIm's space or equipment, BellSouth will provide access to such videotapes.

7.3.8 MCIm shall place a plaque or other identification affixed to MCIm's equipment necessary to identify MCIm's equipment, and MCIm shall display a list of emergency contacts with telephone numbers.

7.3.8.1 Neither party will use the Premises for marketing purposes. Except as provided in subsection 6.3.8, MCIm shall not place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

7.3.9 MCIm will be required, at its own expense, to conduct a statewide investigation of criminal history records for each MCIm employee being considered for work on the BellSouth Premises, for the states/counties where the MCIm employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

7.3.10 MCIm shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed by an initial background check pursuant to subsection 6.3.9. MCIm shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any MCIm personnel who have been

identified to have misdemeanor criminal convictions, provided, however, that such refusal has a reasonable basis. MCIIm shall be deemed to have complied with the requirements of this Section pertaining to an individual employee(s) if, in good faith, it requests and receives from a competent vendor of background checking services a background check on the pertinent employee(s). MCIIm shall not be required to warrant the reliability of the background checks. Notwithstanding the foregoing, in the event that MCIIm chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, MCIIm shall certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor pedestrian and traffic violations.

7.3.11 For each MCIIm employee requiring access to a BellSouth Premises pursuant to this agreement, MCIIm shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and that the security training was completed by the employee.

7.3.12 Security Investigations. The Parties shall cooperate fully with one another's investigations, including interviews, with either Party's employees, agents, or contractors into allegations of wrongdoing or criminal conduct committed by or involving the other Party's employees, agents, or contractors. The Security departments of each Party shall be the single point of contact regarding said investigations. Additionally, the Parties reserve the right to bill one another for all costs associated with investigations involving their employees, agents, or contractors if it can be reasonably established that their employees, agents, or contractors are responsible for the alleged act. The Parties shall bill one another for property which is stolen or damaged where an investigation determines the culpability of the responsible Party's employees, agents, or contractors. Either party shall notify the other party in writing immediately in the event that it discovers one of its employees already working on the BellSouth Premises is a possible security risk. The Party who is the employer, shall discipline, consistent with its employment practices up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this Section.

7.3.13 Use of Supplies and Equipment. Unauthorized use of telecommunications equipment or supplies by either Party, whether

or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use, including all associated investigative costs, may be charged to the offending Party.

7.3.14 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party located on the BellSouth Premises. Charges for unauthorized telephone calls and all associated investigative costs may be charged to the offending Party.

7.3.15 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

7.4 Environmental

The parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

7.4.1 Within ten (10) business days of MCIIm's written request for space, BellSouth shall provide any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Information is considered "available" under this Agreement if it is in BellSouth's possession, or the possession of a current agent, contractor, or employee of BellSouth's.

7.4.2 BellSouth shall allow MCIIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIIm deems to be necessary in support of its collocation needs, at MCIIm's expense. MCIIm shall notify BellSouth in writing if the results show an environmental violation of state standards, in order that BellSouth can perform a thorough investigation to ensure compliance with the law.

7.4.3 BellSouth shall not propose space to MCIIm that BellSouth knows has an environmental contamination or hazardous material, that pose a threat to human health or violate OSHA requirements, that cannot be remedied within the required provisioning interval, if other space is available within the subject Premises that does not have such environmental contamination.

7.5 Intraoffice Capacity.

7.5.1 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

7.6 Left Blank Intentionally

7.7 Provision of telephone jacks

7.7.1 BellSouth shall provide basic telephone service pursuant to the terms of this Agreement or under the applicable tariff for basic service, at MCIm's option, with a connection jack as requested by MCIm from BellSouth for the collocated space.

7.8 Space Conditions

7.8.1 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment.

7.9 Access to Basic Facilities

7.9.1 BellSouth shall provide access to eyewash stations, shower stations, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents. BellSouth will provide MCIm reasonable access to basic facilities, such as restroom facilities and parking while at BellSouth's Premises.

7.10 BellSouth will allow temporary occasional use of convenience outlets to MCIm, where available, while at BellSouth's Premises. For enclosed collocation space, if BellSouth constructs the enclosure, BellSouth will provide the collocation space with one AC outlet as part of the construction. If MCIm constructs the enclosure, MCIm would be responsible, through a BellSouth certified vendor, for providing outlets and grounding the cage and running the necessary wiring from the BellSouth electrical panel to the collocation space. BellSouth will provide stumble lighting to the collocation space. For cageless collocation, MCIm will be permitted to use existing BellSouth stumble lighting and convenience outlets.

7.11 Confidential Information

7.11.1 Treatment of Confidential Information is subject to the provisions of Part A, Section 20 of this Agreement.

7.12 Compliance with Performance Standards

7.12.1 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards.

7.12.2 BellSouth shall comply with performance standards set forth in Attachment 10. BellSouth shall compensate MCIm in accordance with Attachment 10 for any delays in the negotiated completion and turnover dates.

7.13 Notice of Work in or near Space

7.13.1 BellSouth shall provide MCIm with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or that is directly related to circuits that support MCIm equipment.

7.13.2 BellSouth will inform MCIm by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or is directly related to circuits that support MCIm equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that MCIm can take any action required to monitor or protect its service.

7.14 Construction of Space

7.14.1 At MCIm's option and upon request, BellSouth shall construct cages in compliance with MCIm's collocation request as specified in the Bona Fide Firm Order. At MCIm's request, BellSouth shall permit MCIm to subcontract the construction of physical collocation arrangements with BellSouth certified vendors in accordance with BellSouth's guidelines and specifications and at MCIm's expense, provided however, that BellSouth shall not unreasonably withhold approval of contractors. Any deviation to MCIm's request will be jointly negotiated between the parties. Upon request, BellSouth will confirm that scheduled completion dates are on target.

7.15 Acceptance Walkthrough

7.15.1 MCIm and BellSouth will complete an acceptance walk

through of collocated space requested from BellSouth within fifteen (15) days of BellSouth's notification that the space is ready for occupancy. BellSouth will correct any deviations to MCIIm's original or jointly amended request within five (5) business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCIIm's expense.

7.15.2 BellSouth will not be deemed to have completed work on a Collocation Space until it conforms to the original or jointly amended request. BellSouth shall provide MCIIm's assigned terminations on the BellSouth frame to MCIIm during the joint planning process. Based on the assigned terminations, BellSouth will create CFAs, which will be provided to MCIIm prior to Space Acceptance.

7.16 Drawings

7.16.1 BellSouth shall provide Telephone Equipment drawings depicting the suggested locations for MCIIm's Point of Termination Bay(s) to MCIIm at the first joint planning meeting.

7.17 Joint Planning A joint planning meeting (that need not be face to face) between BellSouth and MCIIm will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. Upon request for such information, BellSouth will provide the following information to MCIIm at the joint planning meeting or within thirty (30) calendar days following.

7.17.1 Confirmation of the preliminary design and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order.

7.17.2 If available, the exact cable type and cable termination requirements for MCIIm-provided POT bays (i.e., connector type, number and type of pairs, and naming convention) that will be used.

7.17.3 Detailed computer assisted design drawings depicting the exact path(s), with dimensions, for MCIIm Outside Plant Fiber placement into MCIIm collocated space.

7.17.4 Power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot

assignment on the BellSouth Battery Distribution Fuse Board (“BDFB”).

7.17.5 BellSouth contact(s) and escalation process (name(s) and telephone number(s) and escalation order) for the following areas of the collocation space preparation project:

Engineering
Provisioning
Billing
Operations
Physical & Logical Security
Site and Building Managers
Environmental and Safety

7.17.6 The target date for the release of BellSouth engineering documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

7.17.7 Target commencement date, which shall be the date MCIm’s equipment is turned up and operational on the BellSouth network.

7.17.8 The space completion date on which BellSouth will make the space available to MCIm. If the Parties agree to changes to the layout at the joint planning meeting that impact the space preparation, BellSouth shall provide the space completion date as soon as possible after the joint planning meeting, but no more than ten (10) days after the date of the joint planning meeting.

7.17.9 Identification of the demarcation point associated with the equipment reflected in the Bona Fide Firm Order.

7.18 Power

7.18.1 DC power as referenced in this Attachment refers to any DC power source supplied by BellSouth for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, DC cable from the BellSouth power board to the BellSouth BDFB, cable racks and bus bars necessary to support DC power. BellSouth will supply power to support MCIm equipment at equipment specific –48VDC. BellSouth shall supply power to MCIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below generally accepted industry standards, BellSouth shall bring itself into compliance with such generally

accepted industry standards as soon as technologically feasible. MCIm shall be responsible for cabling DC power from the BellSouth BDFB to MCIm's equipment.

7.18.2 AC power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of AC power feeders and conduits directly from the BellSouth essential bus. MCIm will be responsible for providing and installing the UPS in the Collocation Space and must comply with all applicable standards relating thereto, (e.g., floor loading, building codes, etc.). BellSouth will provide the voltages and phases that are available to BellSouth at the particular location. MCIm will be responsible for all costs for providing the AC power.

7.18.3 BellSouth shall make available –48 Volt (-48V) DC power for MCIm's Collocation Space only at a BellSouth BDFB within the central office premises. If MCIm desires in the future to obtain power by any other method, the terms and conditions relating thereto shall be negotiated at that time.

7.18.4 BellSouth power equipment supporting MCIm's equipment will:

7.18.4.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout;

7.18.4.2 Have redundant power feeds and battery back-up at Parity with that provided for similar BellSouth equipment;

7.18.4.3 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a location which meets BellSouth's standards and is jointly agreed upon by the parties at the initial planning meeting identified in subsection 7.17 preceding of this Attachment 5; and

7.18.4.4 Provide DC capacity and quantity to support the two-year equipment forecast for MCIm's collocation space in accordance with MCIm's collocation request.

7.18.5 BellSouth shall, within ten (10) days of MCIm's request:

7.18.5.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being

done on behalf of MCI (this includes, but is not limited to, power supplies, and cage construction);

7.18.5.2 Where possible, provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCI services upon MCI's execution of a waiver document, an example of which is attached as Exhibit D to this Attachment;

7.18.5.3 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

7.18.6 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity at the rates set forth in Attachment 1. Rates include redundant feeder fuse positions (A&B) and cable rack to MCI's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by MCI's certified vendor.

7.18.7 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. BellSouth shall engineer and install the protection devices and power cables for adjacent collocation. Charges for AC power shall be assessed pursuant to the rates set forth in Attachment 1 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At MCI's option, MCI may arrange for AC power in an adjacent space from a retail provider of electric power.

7.19 Provisioning Intervals.

7.19.1 Provisioning intervals for collocation space are listed below and are further subject to the applicable provisions of Attachment 10 of this Agreement.

Intervals for initial applications for physical collocation shall be a maximum of ninety (90) days for caged, and sixty (60) days/ordinary, ninety (90) days/extraordinary for cageless from the date BellSouth receives MCI's firm order request. Intervals for virtual collocation must not exceed fifty (50) days under ordinary conditions and seventy-five (75) for extraordinary conditions. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant

addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may not unilaterally extend these intervals. BellSouth shall adhere strictly to these intervals unless otherwise agreed by the Parties or ordered by the Commission. On its election, BellSouth shall seek an extension of these intervals from the Commission.

7.20 Subsequent Application Fee. In the event MCIm or MCIm's Guest(s) desire to modify the use of the Collocation Space, MCIm shall complete an Application document detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by MCIm in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions not included in a previous application.

7.20.1 application. The application fee paid by MCIm for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (i.e., requiring an assessment but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment 1. If the modification includes major changes (i.e., requires capital expenditure by BellSouth), a full Application Fee Charge for the appropriate state shall apply. An Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. For all subsequent Applications, BellSouth shall adhere to the response intervals set forth in subsection 2.1.1.3 of this Attachment.

7.21 Entrance Facilities

7.21.1 MCIm may elect to place MCIm-owned or MCIm-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. MCIm will provide and place fiber cable at the point of

entrance of sufficient length to be pulled through conduit and into MCIm's Collocation Space. If MCIm uses an entrance facility with a metallic member, BellSouth shall open the cable sheath in the vault and bond the metallic member to ground. In the event MCIm utilizes a non-metallic entrance facility, grounding of the cable will not be required. MCIm must contact BellSouth for instructions associated with duct assignments and scheduling and other information as required prior to placing the entrance facility cable in the manhole. MCIm is responsible for maintenance of the entrance facilities, except that BellSouth is responsible for the maintenance of any bonding required. At MCIm's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. Notwithstanding any other provision of this Agreement, MCIm may use any technically feasible entrance cable, including copper facilities.

7.21.2 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide MCIm with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MCIm's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. If BellSouth states in the Application Response that dual entrance is not available due to lack of capacity, BellSouth will allow MCIm, upon request, to inspect the entrance locations within ten (10) days of such notification. The inspection shall be limited to the entrance locations. In order to schedule said inspection within ten (10) business days, the request for an inspection must be received by BellSouth within five (5) business days of the notification of lack of capacity. Any request received by BellSouth later than five (5) business days after MCIm's receipt of BellSouth's Application Response will be fulfilled within five (5) business days of the request. In addition, BellSouth shall maintain a waiting list for entrance space and notify MCIm, via its publically available website, when capacity is available for a dual entrance, and such capacity shall be made available on a first come, first served basis.

7.21.3 Shared Use. MCIIm may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another MCIIm collocation arrangement within the same BellSouth Central Office.

7.21.4 Splicing in the Entrance Manhole. Although not generally permitted, should MCIIm request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. All work performed in manholes shall adhere to the requirements of Attachment 6 (Rights of Way) of this Agreement.

7.21.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power MCIIm's equipment. When the Collocation Space is enclosed, MCIIm shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MCIIm shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks. No part of any apparatus attached to the rack shall extend horizontally beyond the front or rear edges of the front and rear base or guardrail of the rack. Rack depth is measured between the leading edges of the front and rear base or guardrails. If any equipment attached to the rack would otherwise extend beyond the front or rear edges of the front and rear base or guardrail of the rack, MCIIm shall provide and install guardrail extenders. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event MCIIm's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, MCIIm shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date MCIIm first occupies the Collocation Space, whichever is sooner.

7.22 Certified Vendors

7.22.1 BellSouth shall provide MCIm with a list of BellSouth certified vendors for performance of work required or permitted under this Agreement. BellSouth shall indicate on the list what types of work each vendor is certified to perform. BellSouth shall provide MCIm with the specifications and training requirements necessary for a vendor to become BellSouth certified, and such specifications and training requirements shall be the same that BellSouth uses to certify its own vendors. If MCIm submits documentation to BellSouth that a proposed vendor, including MCIm, meets the specifications and training requirements, BellSouth shall consider that vendor for certification. Upon request from MCIm, BellSouth shall provide MCIm updates to the list of BellSouth certified vendors as vendors. MCIm's BellSouth certified vendor shall bill MCIm directly for all work performed for MCIm pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the certified vendor.

7.22.2 MCIm's Equipment and Facilities. MCIm, including when using a BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities owned by MCIm or leased by MCIm from a third party. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

7.23 Janitorial Service. Each Party shall be responsible for the general upkeep and cleaning of its respective space.

7.24 Mechanic's Liens If any mechanic's lien or other liens shall be filed by a third party against property of either party (BellSouth or MCIm), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

7.25 Inspections. BellSouth may conduct an inspection if MCIm adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide

MCIIm with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

7.26 Eminent Domain If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to the affected Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and MCIIm shall each have the right to terminate this Attachment with respect to the affected Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

7.27 Nonexclusivity. MCIIm understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined according to Applicable Law.

Section 8. Insurance

8.1 Insurance requirements for collocation are subject to the provisions of subsection 11.7 of Part A of this Agreement.

Section 9. Technical References

9.1 BellSouth shall comply with generally accepted industry practices.

EXHIBIT A

ADJACENT COLLOCATION

SPECIFICATIONS

General Requirements:

1. The area requested by the collocator must include sufficient space for maintenance, access and emergency power.
2. A cable splice is required at the Central Office vault to bond for lightning protection unless Dielectric Fiber Cable is used.
3. Each collocator must have a separate duct entrance into the vault.
4. The entrance and riser cables, along with vault splices will be maintained by BellSouth.
5. If unique splicing tools or testing equipment are required by the collocator, the collocator is responsible for providing the desired tools and equipment.
6. The entrance point for smaller offices that do not have vaults will be determined by the BellSouth Outside Plant Engineer based on availability and existing conditions.
7. The collocator is not allowed to create physical entry points into manholes, such as, drilling holes in the manhole wall to place cable knockouts, lateral ducts, etc.
8. The collocator must provide BellSouth with pre-terminated, fire retardant cable to be placed from the vault splice to the designated central office bay.
9. The method of providing power to the collocator shall be as allowed by the local authority having jurisdiction and all applicable laws, codes and standards apply. This is site specific and specifications will be designated by BellSouth with the Application Response.
10. Above ground building structures must comply with Telcordia's Generic Requirements for Telecommunications Huts (GR 43-CORE).
11. Below ground structures must be Controlled Environment Vaults (CEVs) that comply with Telcordia's Generic Requirements for Controlled Environmental Huts (GR 26-CORE).
12. The materials added on all new construction shall be in compliance with applicable law.
13. Collocator's certified contractor must restore the grounds to their original condition.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and MCIm agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and MCIm shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. MCIm may contact 1-800-743-6737 to obtain an MSDS for a specific chemical used by BellSouth at the facility.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the MCIm space with proper notification. BellSouth reserves the right to stop any MCIm work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. For any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by MCIm, MCIm is responsible for the proper handling and disposal of these materials, provided, however, that if MCIm uses a hazardous material not owned or controlled by MCIm, then MCIm shall not be responsible for that portion of such hazardous material in excess of the portion actually used or spilled by MCIm. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by MCIm or different hazardous materials used by MCIm at a BellSouth Facility. MCIm must have adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All spills or releases of regulated materials will immediately be reported by MCIm to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and MCIm will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and MCIm will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, MCIm must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, MCIm and BellSouth shall comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), attached to this Exhibit and incorporated herein by reference. MCIm and BellSouth shall ensure that their respective employees, agents, and/or subcontractors are knowledgeable of and comply with those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by that Party, its employees, agents and/or subcontractors.

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

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of MCIIm's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of MCIIm's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the terms and conditions set forth below, and at the rates set forth in Attachment 1 of this Agreement. As used in this Agreement, "microwave" means those services contemplated by Part 21 of the FCC's regulations. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. MCIIm accepts the responsibility of determining unobstructed line-of-sight at any location where MCIIm's applies for Radio Collocation.

1. PROVISIONING PROCESS AND FEES**A. Initial Site Visit**

MCIIm will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Building(s) MCIIm wishes to visit for potential Microwave Collocation. Such site visit consists of MCIIm representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. MCIIm will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate MCIIm to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of MCIIm's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

MCIIm will submit a Site Visit Request fee as set forth on Attachment 1 of this Agreement and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site

requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to MCIIm at BellSouth's loaded labor rates on a per hour basis in addition to the \$250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact MCIIm in an effort to discuss possible alternatives.

B. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of this Agreement.

MCIIm shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to Attachment 1 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where MCIIm seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

MCIIm shall provide BellSouth with the following data, where applicable, on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within MCIIm's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where MCIIm requests Microwave Collocation. MCIIm will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides MCIIm with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide MCIIm a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to MCIIm's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to subsection 7.6 of this Agreement. BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that MCIIm may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide MCIIm an estimate for such Microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. Preparation of Estimate / Application Response

Within thirty (30) business days of receiving from MCI a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates set forth in Attachment 1 of this Agreement.

The estimate shall reflect the specifications submitted by MCI and may change based on the actual field conditions encountered during construction.

(2) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting MCI in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting MCI in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by MCIIm's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to MCIIm.

(b) **Recurring Charges**

These consist of:

(i) **Monthly Recurring Roof-Top Space Rental Fee:**

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per radio arrangement as set forth in Attachment 1 of this Agreement. MCIIm is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet

EXHIBIT C

mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at MCIm's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), MCIm will not be allowed to place such microwave antenna(e). MCIm agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna(e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to MCIm, or the date MCIm first begins the Rooftop radio equipment installation, whichever is sooner. BellSouth will work with MCIm to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and MCIm shall accept, reject or request changes within such time period, unless an extension is requested in writing by MCIm and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, MCIm shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with Attachment 1 of this Agreement.

D. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and MCIIm will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to MCIIm during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. Equipment and Testing:

MCIIm shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. MCIIm shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

F. Use Permits:

MCIIm shall be responsible for obtaining all relevant Use Permits ("UP") and shall bear all costs and fees. MCIIm shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and MCIIm hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit

of two (2) MCIIm Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to MCIIm's Microwave Collocation equipment shall remain in MCIIm as the property of MCIIm and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

- A. MCIIm shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain MCIIm's facilities during the Term of this Agreement.
- B. MCIIm shall not use BellSouth's property or permit MCIIm's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of MCIIm's Microwave Collocation equipment. MCIIm shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a) of this Exhibit C, BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include MCIIm as an Additional Insured to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify MCIIm from losses, costs and expenses incurred as a result of contractor's work. MCIIm hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that MCIIm shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence

or willful misconduct of BellSouth in the performance of its project management activities.

- d. Notwithstanding any other provision of this Attachment, MCIIm hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). MCIIm shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, MCIIm's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- e. In the event MCIIm desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, MCIIm shall submit a new application with a fee to BellSouth specifying the new location MCIIm proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.
- f. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.
- g. At its sole cost and expense, MCIIm shall maintain MCIIm's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, MCIIm shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If, after 10 days of receiving written notice from BellSouth, MCIIm fails to

keep its Microwave Collocation space in such workmanlike condition, BellSouth shall have the right but not the obligation to clean up the space on MCIm's behalf. In such event, MCIm shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. **SECURE ACCESS**

Pursuant to Section 7 of the Collocation Attachment

5 **CABLE PROVISIONING**

MCIm is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth certified vendor. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 1 of this Agreement. A BellSouth consultant must approve how the cable will be run.

6. **LINE OF SIGHT**

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with MCIm in determining suitable space for MCIm equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1.c above, MCIm is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs MCIm's existing line of sight, BellSouth will work with MCIm to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

MCIIm is limited to placement of two microwave antenna(e) within the designated space. MCIIm must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. MCIIm may not construct improvements or make Major Alterations to its rooftop space or radio transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by MCIIm of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment of similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment 1 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELL SOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of MCIIm's facilities or equipment or the installation of MCIIm's facilities or equipment does not meet the requirements outlined in this Agreement, MCIIm will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth certified vendor. If MCIIm fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to MCIIm, BellSouth may have the facilities or equipment removed or the condition corrected at MCIIm's expense. Removal of Microwave

Collocation equipment shall be pursuant to the provisions of the Collocation Attachment to this Agreement.

10. NATURE OF USE

MCIIm equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of MCIIm's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR RADIO ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by MCIIm to provide power or environmental support to the roof space, MCIIm will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in Section 7 of the Collocation Attachment to this Agreement will apply.

12. GROUNDING AND BONDING

MCIIm at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Attachment of this Agreement.

RADIO COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

RADIO COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office(s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment
- 4 Other



AGREEMENT FOR ACCESS TO UNFINISHED COLLOCATION SPACE CUSTOMER ACCEPTANCE DOCUMENT

This agreement represents approval and acceptance by the interconnecting party (Customer) of the space provided in the BellSouth Telecommunications Central Office identified below:

Company Name _____

Reference Number _____ Office CLLI Code _____

Street Address _____ City / State / Zip _____

Access to Unfinished Collocation Space

BellSouth will permit Collocator's certified vendor ("Vendor") to access collocation space located within the above referenced central office before the completion of space and infrastructure preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. Collocator will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.
2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and Collocator provide otherwise through a writing signed by both.
3. Collocator acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. Collocator expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.
4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, Collocator will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein; or (b) by any employee or former employee of Collocator or Vendor or any of their agents or subcontractors for which Collocator's or Vendor's, their agents' or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's

Exhibit D

Compensation or similar laws. Collocator, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify Collocator promptly of any written claims or demands against BellSouth for which Collocator is responsible hereunder.

APPROVED / ACCEPTED:

By: _____
 Collocator (Print Name) _____ Authorized Signature _____ Title _____
 Date _____

Customer Acceptance

The signature of the customer in the space provided below represents the following:

1. Customer acknowledges that BellSouth has not completed space and infrastructure work for the location designated for the customer's telecommunications equipment.
2. Customer is satisfied that the space(s) will be completed in a satisfactory, workman-like manner.
3. Customer accepts space as constructed pursuant to Bona Fide Firm Order.
4. Customer acknowledges that they will be charged for the space beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date the customer first occupies the Collocation Space, whichever is sooner.

APPROVED / ACCEPTED:

By: _____
 Collocator (Print Name) _____ Authorized Signature _____ Title _____
 Date _____

By: _____
 BellSouth Rep. (Print Name) _____ Authorized Signature _____ Title _____
 Date _____

EXHIBIT E

HAZARD COMMUNICATION “RIGHT TO KNOW”

HAZARD COMMUNICATION “RIGHT TO KNOW”

1. Introduction and Applicability

This practice outlines the BellSouth Telecommunications (BST) Hazard Communication Program. This practice replaces all previous issues of BSP 010-170-001.

- Purpose

The Hazard Communication Program is based on a simple concept – that employees have both a need and a right to know the hazards and identities of the chemicals to which they are exposed when working. They also need to know what protective measures are available to prevent adverse effects from occurring. This program is designed to meet BST's responsibilities to its' employees and its contractor, as related to the requirements contained in Occupational Safety and Health Administration (OSHA) Hazard Communications Standard found in 29 CFR 1910.1200.

- Responsibilities

The following responsibilities apply to the Hazard Communication Program at BST:

Entity R	responsibility
Manufacturers, Importers of Hazardous Chemicals	- Determines the hazards of chemicals and prepare a Material Safety Data Sheets (MSDS) for all hazardous Chemicals - Provides the MSDS to the purchaser of the hazardous chemical
Corporate Resources Environmental and Safety Organization	- manages the MSDS databases through an outside vendor - provides assistance in assessing hazards of chemicals - maintains knowledge of chemicals used at BST - conducts reviews to ensure compliance - provides logistical and technical support to operational departments in completing their responsibilities
Hazard Information Services (HIS) 1-800-743-MSDS	- manages MSDS information - provides work related hazardous chemical information to BST employees and BST vendors - provides home/non work related hazardous chemical information to BST employees

	provides actual MSDS upon request
Building Emergency Manager	receives inventories and posts on bulletin board
Entity R	responsibility
Supervisors of workers that use and are exposed to chemicals	- inventories chemicals used in their work group - provides new MSDSs to HIS for products purchased outside of official procurement process - labels chemicals as appropriate - provides training in Hazard Communication - calls for disposition of any chemical that is unlabeled and cannot be identified
Managers of vendors	- includes ‘Hazard Communication’ contract language in contractual agreements - provides the BST hazardous chemical information to contractors that work in BST workplace and will be using or exposed to chemicals - obtains MSDS from contractors who bring hazardous chemicals into BST operations where exposure to BST employees is possible - ensures appropriate BST/other building occupants are made aware of new chemicals being brought into the workplace
Employee	- follows Hazard Communication training - follows information on MSDSs - follows precaution on chemical container labeling - always wears the proper Personal Protection Equipment (PPE) - reports unmarked chemical container labeling - properly disposes of chemicals - if in doubt, always ask the supervisor about the safe use of chemicals calls 1-800 743-MSDS to get more information on companies
Procurement	- obtains MSDS from vendors of products/chemicals prior to contract agreements of ordering - provides MSDSs to HIS
Contractor/Vendor	- informs their employees of BST hazardous chemicals - notifies BST of any chemical brought into the company by submitting MSDS to Contract Manager (required prior to using chemicals) - prepares Method of Procedure (MOP) for any unusual use of chemicals in BST buildings - contacts HIS for MSDS information.

- Applicability

This program is applicable to certain chemicals and certain work functions. Use the following tables to determine each work group's applicability.

(a) Functions

Each work group should determine if they are included according to the following work functions:

ons	ption
ed	• employees that “use” hazardous chemicals during normal work operations, non-routine tasks or during emergencies (Use” means to package, handle, react, or transfer chemicals)
led	• warehousing functions for chemicals that are stored and remain sealed*** • activities that do not use hazardous chemicals and do not have a potential to be exposed to hazardous chemicals that other work groups use.

NOTE: ***Basically, employers having these types of work operations need only keep labels on containers as they are received; maintain material safety data sheets that are received, and give employees access to them; and provide information and training for employees. Employers do not have to have written hazard communication programs and lists of chemicals for these types of operations.

(b) Chemicals

The hazardous nature of the chemical, the potential for exposure, and how the chemical is used are the factors which determine whether a chemical is covered under this program. The following Step/Action table summarizes this information for BellSouth.

STEP	ACTION	
Start	Consider all chemicals in all physical forms – liquids, solids gases, vapors, and fumes.	
	Is the chemical hazardous? If NO, STOP here, you do not have to inventory this chemical If YES, go to Step 2	
	Identifying Hazardous Chemicals: These are chemicals that are caustic, toxic, explosive and/or have the following health affects:	
	Health Affects	Examples
	Causes acute (immediate) health problems, such as	• sulfuric acid found in

	rashes or skin burns that show up immediately after contact	batteries • hydrochloric acid
	causes chronic (long term) health problems that develop from repeated exposure	• lead • asbestos • halons (fire extinguishers)
	may cause injury due to immediate release of pressure	• compressed gases
	may cause a dangerous reaction if mixed with air, water, heat or cold	not likely to occur at BellSouth
	Is the chemical used in the same manner as it would be used at home (this is a consumer product). If YES, Do NOT inventory this chemical. If NO, go to Step 3.	Consumer Products; Generally these are products that have a UPC (uniform product code) on the container, E.g., wasp spray, spray paint, white-out, cleaners, etc.
	Does the chemical offer potential for exposure? If NO, Do NOT inventory this chemical. If YES, go to Step 4.	Those that don't cause exposure include manufactured items that do not release or otherwise result in exposure to a hazardous chemical under normal • equipment frames • building materials

	Is the chemical a hazardous waste (responsibilities are addressed under other EPA requirements) If YES, Do NOT inventory this chemical. If NO, go to Step 5	• lead waste • mercury waste • spent solvents
	Inventory this chemical	• sulfuric acid in batteries • fuel in tanks • asbestos, etc.
	Go back to step 1 for each additional chemical	

NOTE: Although the regulations outline the above chemical applicability, BellSouth will still maintain in the HIS database, all MSDSs of products purchased. Employees can obtain information about any of these products by calling 1-800-743-MSDS.

- BellSouth Program Components

BellSouth's program includes the following components. The details are covered in the appropriate section.

Component	Who Does It	For More Information, see Section
Program Development/Maintenance	• Corporate Resources • Environmental Safety	
Inventory of Hazardous Chemicals	• Supervisor of work function	
Material Safety Data Sheets (MSDSs)	• Procurement • Anyone who purchases a chemical • Vendors/Contractors	
Labeling of Chemicals	• Manufacturers/supplier • Supervisor • Employee using chemical	
Training	• Supervisor	
Posting of Information	• Supervisor • Corporate Resources • Environmental Safety	
Contractor Responsibilities	• Vendor Manager • Contractor	
Hazard Chemical Disposal	• Employees • Hazardous Material Disposition (HMD)	
Hazard Communication Compliance Review	• Corporate Resources • Environmental Safety/Responsible Department	

2. Program Development and Maintenance

The overall management of the BST Hazard Communication Program is the responsibility of the Corporate Resources Environmental /Safety organization. A copy of this document is available, upon request, to employees, their authorized representatives, and any Federal, State or local governmental agency.

3. Inventory and Hazardous Chemicals

A Hazardous Chemical Inventory indicating the presence of hazardous chemicals used during work activity must be conducted by the end of June of each year. The purpose of this inventory is to account for hazardous chemicals used so that proper training on the hazards of the chemicals can occur. If a chemical is discovered in the inventory that has not previously been identified and the chemical is actually used by a work group or otherwise causes exposure, the supervisor must train all affected employees on the chemical immediately.

3.1 Completing the Inventory

The completion of the inventory should be accomplished by each work group for those chemicals that are actually used by that group. Chemicals to be considered actually could be used at a BST building, or transported by a technician and used at a work site away from the BST building. (Note-warehoused chemicals do not have to be inventoried.)

A copy of the inventory is shown in Exhibit 2. The following items on the inventory must be completed:

- Building Address/GLC
- Product Name
- Manager who conducted the inventory
- Title
- Date(s)

The number of containers and container size is optional. This inventory will be used as a basis for all subsequent training in the use of the listed Hazardous chemicals.

3.2 Typical Inventories

BellSouth does not use a wide range of chemicals that meet the hazardous chemical applicability (see Section 1.3.2) The following table list the chemicals that would apply to typical buildings and work functions at BellSouth. All buildings should include halons (found in fire extinguishing) as a part of the inventory.

NOTE: The below listed chemicals are examples only, based on previous BellSouth Inventories. BST is still responsible for identifying chemicals used by specific work groups/buildings.

Building	Work Group	Hazardous Chemicals
Central Offices	Power	• Lead acid • Diesel fuel in storage tank
	Switching	• solvents • cleaners
Work Centers	Construction	• Encapsulants (BiphenY methane di-isocyanate)

		(MDI) & polyurethane	
		• B-25 Epoxy Catalyst & Resin • C pressure testing Concentrate • Compound Plugging PR868	
	Installation and Maintenance	• MAPP, Actylene, propane and gas • Nicad batteries • Lead acid batteries	
Garages	Fleet	• oils , transmission fluid • solvents • cleaners • fuel	
Administrative	Engineering	• same reproduction chemicals	
All Buildings	Building Maintenance	• Zero ice melt • Genetron R-11 Refrigerant • Halons • Trichlorotrifluoroethane • Monoclorodiflouromethane • Molybdenum disulfide • Sodium hydroxide • Potassium hydroxide	
Examples of Chemicals that DO NOT need to be inventoried	Any work group	• Pentel correction • pens • Stamp pads • Glass cleaner • Liquid paper • Raid Ant & Roach spray • 3M desk cleaner	• Lysol disinfectant • Liquid Paper thinner • Ajax • Keyboard cleaner • Baking soda • Typewriter ribbons

3.3 Inventory Process

The management of each department is required to make a physical inventory at each work location. All departments must complete the inventory, even if the inventory form states “nothing to report”. The following process applies to conducting the annual chemical inventory.

Step	Action
1	Human Resources and Corporate Services Environmental and Safety will be responsible for distributing the inventory forms to the departments in electronic form.

2	The supervisor/manager will inventory the chemicals used in their work functions
3	Once the inventory is complete the supervisor in each work group should keep a copy of their inventory and provide another copy to the Building Emergency Manager for that building
4	The Building Emergency Manager will compile all inventories with the other work group inventories and post on the official company bulletin board (see section 7.0)
5	Environmental and Safety will conduct random compliance reviews to determine adequacy in the inventory
6	Deficiencies in the inventory will be the responsibility of the deficient Department

NOTE: Different work groups in a building can elect to appoint a manager in the Building to manage this inventory collection and posting. However, each work group is ultimately responsible for training and the safe use of hazardous chemicals in their respective groups.

NOTE: It is permissible for a specific work group (such as fleet) to prepare a regional inventory indicating standard items purchased. Each location, however, is required to include any specific items used at that location.

4. Material Safety Data Sheets (MSDSs)

A “Material Safety Data Sheet” is the document used to convey chemical hazards to the Buyer and/or user of a product. It is prepared by the manufacturer after a thorough

4.1 Introducing MSDSs into BST

MSDSs are obtained through three primary sources. The sources are BST Procurement, BST purchases outside procurement (BST-other) and through BST vendors. The following table explains this process for each source.

Source	Process
BST Procurement	The BST Supply Chain Management organization is responsible for obtaining and reviewing the MSDSs on all products purchased by the Procurement department and forwarding it to Hazard Information Services (HIS).
BST – other	If products/chemicals are purchased outside of the BST Procurement Organization, the individual buyer/department

	of the chemical/product is responsible for obtaining theMSDS and forwarding it to HIS.
BST – Contract Vendors	The BST vendor manager is responsible for obtaining theMSDS from his/her vendors and forwarding them to HIS.

4.2 MSDS Database

BST maintains a complete database of all MSDSs, through an outside vendor. All MSDSs should be forwarded to *HIS* at the address listed below, for inclusion in the database.

Hazard Information Services

8100 34th Avenue South P.O. Box 2309 Minneapolis, MN 55440-1309

Reference – ‘BellSouth Telecommunications’ on the MSDSs

4.3 Obtaining MSDSs from the Database

HIS will provide MSDS via FAX 24 hours a day, 7 days a week. After making their Hazardous Chemical Inventory, managers/supervisors should use this service to obtain the appropriate MSDSs to ensure adequate training is performed on specific hazardous chemicals.

The process to obtain the MSDSs is as follows:

Step	Action
1	Call 1-800-743-MSDS (6737)
2	Tell the HIS responder you work for BellSouth as a vendor or an employee.
3	The responder will provide information on health/safety risks, as well as any first aid measures.
4	If the employee needs to review the MSDS, the responder will mail or fax the MSDS upon request
5	If there is an emergency need for the MSDS, make sure HIS understands to send immediately

NOTE: HIS is also available to BST employees to answer non-work related questions about hazardous chemicals.

4.4 Components of the MSDSs

The following table presents the components of the MSDS. For the purposes of The Hazard Communication Program training on specific chemicals, focus on the hazardous effects (3,4,5) and recommended protective measures (9).

Components	Description
1.Chemical Identity	includes any common names. If the product is a mixture, it must name all chemical and/or common names of all hazardous ingredients
2.Physical Characteristics	appearance, odor, boiling point, vapor pressure, flash point, etc.
3.Physical Hazards	potential for fire, explosion, or reactivity
4.Health Hazards	symptoms of exposure, and any medical conditions which could be aggravated by exposure
5.Primary Routes of entry into the Body	ABSORPTION caused by contact with the skin or eyes INHALATION by breathing the chemical or fumes INGESTION by eating or swallowing a chemical
6.Exposure Limits	the Permissible Exposure Limits (PEL), Short Term Exposure Limit (STEL) and the Threshold Limit Value (TLV) of the chemical product as recommended by the manufacturer
7.Carcinogen	whether or not the chemical has been found to be a known or potential carcinogen
8.Precautions	for Safe Handling, Spill Clean-Up, and disposal of the chemical or product
9. Control Measures	engineering controls, work practices, and or personal protective equipment (PPE) to be used
10. Emergency and First Aid	provides procedures for emergencies Note: BST employees should not perform any emergency procedures unless trained to do so. Call 1-800-743-MSDS for emergency chemical information or 911 for emergency services
11. Dates	Date of revisions of MSDS
12. Other Information	Name, Address, and telephone number of the chemical manufacturer, importer, or other responsible party preparing of distributing the MSDS.

5. Chemical Labeling

Chemical manufacturers, importers, and distributors will provide labels, tags and other suitable markings for all containers of hazardous chemicals shipped to any BST location by BST or by its vendors.

Every purchased container must be labeled. If materials are transferred by BST Employees or vendors into other containers, these containers must be labeled as well.

5.1 Required Information

The following information is required for chemical labeling before use by BST:

- identify of chemicals
- appropriate hazard warnings

- name and contract information of the chemical manufacturer, importer or other responsible party

Labels must be legible, in English and prominently displayed. There are no specific requirements for size or color, or any specified text.

5.2 Improperly marked containers

Follow these procedures when an improperly labeled chemical is discovered.

Step	Action
1	Once an improperly labeled chemical is discovered, do not use it
2	If the chemical is known, store the material in a secure location until an appropriate label can be acquired. Alternately, hand written label is acceptable, provide that the label is made with waterproof ink onto a permanent label.
3	If the material is unknown, assume the chemical is hazardous, store in the hazardous material disposition area and label as "Unknown"
4	Follow Hazardous Material Disposition procedures (see section 9.0)

NOTE: If a label becomes defaced or faded, it is acceptable to use an indelible marker to re-write the information on the label.

5.2 Mixing Chemicals

Employees may mix appropriate chemicals together in an unmarked container, or sprayer, for use on a single work shift basis. Examples of these solutions include: cleaning products, cable sealant, etc.

The following precautions should be followed:

- follow manufacturers direction for mixing
- use in a properly ventilated area
- use entire contents of mixture during the work shift. Do not carry over to the next work shift

6. Training

All employees will be trained on all hazardous chemicals which they will use in their work function before they are allowed to perform the work. Training will also be performed on every non-routine work task each time that task is to be performed. The following table represents the applicable training for Hazardous Communication Program. Each supervisor should determine the applicability of this training to their work group. Contact

the Area Safety Manager for assistance in this determination. All training should be documented on each employees safety training record. Employee training records should be made available to employee designated representatives upon written request.

Type of Training	Course Number	Objectives	Who gets it
Hazard Communication Training			
General Awareness	CTRS # SF305 Safety Subject	When new employees enter work force, or when new hazardous chemicals are used General provisions of Program: - Responsibilities - where to find inventory - how to obtain the MSDS information - how to obtain assistance or other information about chemicals in the workplace	All employees
Specific Chemical Training	Supervisor should use specific MSDS to train the employees	MSDS Information: - proper handling - appropriate PPE - health/safety risks - routes of entry - first aid procedures - disposal requirements Note: MSDS information may have several technical terms. For assistance in understanding these terms, contact the Area Safety Manager for Assistance.	those exposed to specific chemicals on the Hazard Chemical Inventory
Annual Refresher (required if new chemicals are inventoried)	CTRS # SF305 Safety Subject 511 Specific chemical training	ete by the end of June of each year Review general awareness and specific chemical training. Incorporate changes in chemical use and inventory	all employees and those exposed to specific chemicals as appropriate

		into training.	
Related Hazardous Material Training			
DOT Non-Transporter Training	SF 305N	• material classification • shipment preparation • handling and storage • emergency response	• employees that offer hazardous materials/waste for transportation • provide placarding/labeling • sign manifest
Type of Training	Course Number	Objectives	Who gets it
Related Hazardous Material Training			
DOT Non-Transporter Training	SF 305T	• material classification • shipment preparation • handling and storage • emergency response	• employees that transport certain DOT hazardous substances (Network Technicians) that exceed DOT quantities as stated in the "Materials of Trade" exemptions. See RL 97-07-005BT for information.

NOTE: Environmental Training for Hazardous Material Disposition is also available. Contact your supervisor, your Local Departmental Environmental Coordinator, or your Area Environmental Manager for information.

7. Posting of Information

A "Hazard Communication Notification" poster (Exhibit 1) must be displayed at each building which notifies employees of their "Right to Know" about the hazardous chemicals which might be present in the work place and informs them of the MSDS emergency number. The Environmental/Safety organization will be responsible for posting this information. Also required for posting are the completed inventories

(Exhibit 2) from each work group. The Building Emergency Manager is responsible for posting these inventories.

The "Right to Know" poster and all building chemical inventories will be posed on an official company bulletin board.

8. Contractors Responsibilities

8.1 Contract Language

Each contractor is to be notified that they must comply with Federal and State OSHA Regulations as well as company policy prior to working at a BST location. Contact the appropriate procurement organization to determine the appropriate contract language to be used.

8.2 BST to Contractor Communications

The responsible BST vendor manager must inform contractors of hazardous chemicals to which they may be exposed at BST locations.

Vendors may call the 1-800-743-MSDS number to obtain MSDSs on chemicals at BST locations. They must identify themselves as a BST vendor.

8.2 Contractor to BST Communications

All contractors using hazardous chemicals at BST buildings and job sites, must comply with the following:

- o submit copies of MSDSs for any hazardous materials they bring into BST premises to the Vendor Manager for the contract.
 - o Proof of employee training may also be requested.
- when chemicals are used at BST buildings for construction, maintenance, or housekeeping purposes that are outside of routine chemicals used, the contract manager shall request that the vendor provide the MSDS and a Method of Procedure to BST 10 days prior to commencement of the activity that uses the chemical. The vendor may be asked to modify the planned activity (change schedule, change chemical, etc.) based on the potential effects the chemical might have to the occupants of the building. Examples of these activities include: painting, floor tile mastic removal using solvents, etc. The responsible vendor manager will then notify building occupants of this chemical use and modify work activities to limit exposure.

9. Hazardous Material Disposal

Should a chemical reach its limit of usefulness or if the chemical is unlabeled and therefore “unknown”, call the Building Service Center at the following numbers to arrange for disposition:

780-2740 (Florida, Georgia, North Carolina, South Carolina)

557-6194 (Alabama, Kentucky, Louisiana, Mississippi, Tennessee)

The Hazardous Material Disposition (HMD) group will provide the disposition service and coordinate with the local supervisor for assistance in pick-up, and proper documentation and handling.

Contact your Local Department Environmental Coordinator (LDEC) or your Area Environmental Manager (AEM) for assistance.

10. Hazard Communication Compliance Review

The Corporate Resources Environmental and Safety organization will utilize the information in Exhibit 3 to assess BST's compliance with this program.

Exhibit 1 – Notice of Hazard Communication Program

Exhibit 2 – Inventory Form – RF 1391 – Hazard Communication Checklist for Compliance

Exhibit 3 – Hazard Communication Checklist for Compliance

Exhibit 4 – Job AID

Program	Hazard Communication "Right to Know"
Purpose	to provide employees information about chemicals they are exposed to when working
Applicability – Functions	Work functions that use or are exposed to hazardous chemicals (does not apply to functions where chemicals remain sealed and are not opened)
Applicability-Chemicals	• inventory hazardous chemicals (chemicals that are corrosive, reactive, flammable or cause disease or injury) • inventory chemicals to which your work group is exposed • don't inventory items that don't release or otherwise result in exposure to a hazardous chemical under normal conditions – manufactured items) • don't inventory chemicals that are used like you would use it at home (bug spray, cleaners, etc. – these may have a UPC code) • don't inventory food, tobacco, cosmetics • don't inventory hazardous waste • don't inventory chemicals that are being

	warehoused and remain sealed	
To Learn More About A Chemical	Read the Material Safety Data Sheet (MSDS), ask your Supervisor, ask an Area Safety Manager, or call the 1-800-743-MSDS line	
How to get an MSDS	Call 1-800-743-MSDS (6737) Say you're a BellSouth employee or vendor	
What Do You Do With MSDS	Supervisor will use this to train their employees on specific Chemicals (pay attention to health affects, physical effects and how to protect yourself)	
Responsibilities	WHO	
	all employees and vendors	• keep chemicals labeled • follow chemical instructions
	supervisor	• inventory chemicals • perform on-the-job training sessions
	manufacturers of chemicals	• tell BST the Hazards of the products used • provide the MSDS to BST
	Environmental/Safety	• provide BST chemical info to vendor and obtain chemical info from vendors • ensures vendor chemical information is communicated to building occupants
Rule	When	What
	By the end of June each year	• inventory chemicals
	When a new chemical is received for use (Complete by 6/30)	• train on use of specific Chemical
	Initially when a new employee starts a job	• train on Hazard Communication Program and on use of specific chemical
Posting		
Training	CTRS SF305 Safety Subject 511 Specific Chemical Training	

EXHIBIT F

SOLID AND HAZARDOUS WASTE MANAGEMENT

BellSouth Environment/Safety Management Solid and Hazardous Waste Management
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17100	Hazardous Material/Waste Management Overview
17101	• BellSouth Policy
17102	• Regulatory Overview
17103	• Environmental Terms and Definitions
17104	• Minimizing Hazardous Material/Waste
17200	Recognizing Hazardous Materials and Wastes
17201	• Recognizing Regulated Wastes
17202	• Recognizing Hazardous Materials
17203	• Recognizing Hazardous Wastes
17204	• Recognizing Universal Wastes
17205	• Obtaining an EPA Identification Number
17206	• Pre-Transportation Checklist for Hazardous Material/Waste
17300	Hazardous Waste Generator Classifications
17301	• Conditionally Exempt Small Quantity
17302	• Small Quantity
17303	• Large Quantity
17400	Hazardous Material and Waste Storage
17401	• Hazardous Material Storage Area
17402	• Hazardous Waste Storage Area
17403	• Hazardous Material Storage & Tracking Log
17404	• Hazardous Waste Storage & Tracking Log
17500	Hazardous Material/Waste Spills/Releases
17501	• Classifying a Spill
17502	• Selecting a Spill Kit
17503	• Spill Response Guidelines
17600	Recordkeeping and Training Strategies
17601	• Environmental Activity Reporting
17602	• Shipping Papers and Vehicle Placarding
17603	• Community Right to Know Reporters (EPCRA)
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17700	Exhibits
17701	• Hazardous Material Storage & Tracking Log
17702	• Hazardous Waste Storage & Tracking Log
17703	• Pre-Transportation Checklist for Hazardous Material/Waste
17704	• Large Quantity Generator Report
17705	• Central Office Tear Out Report

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PROGRAM HAZARDOUS MATERIAL AND WASTE STORAGE:	
DESCRIPTION	The purpose of this program is to provide instructions for the proper establishment and maintenance of a hazardous material and/or a hazardous waste storage area. Issues addressed include signage, container placement, container markings/labels, and storage-area inspection/documentation.
POLICY	It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy.
COMPONENTS	This section has two main components: storing Hazardous Material, and storing Hazardous Waste. • Hazardous Material, for storage purposes, is any regulated product/material that is _not defined as a RCRA "hazardous waste." Included in this category are: * Batteries (except small alkaline) * PCB capacitors and lighting ballasts * Fluorescent lamps (used) * Radioactive devices (cathode tubes and certain smoke detectors) * Asbestos * Unknown material awaiting lab analysis results • Hazardous Waste is specifically defined by regulation. Examples of Hazardous Waste include the following: * Spent solvents * Certain parts washer fluids * Mercury relays/switches * Manhole sediment >- 5ppm lead
	For More Information On:
	Hazardous Material Storage Area
	Hazardous Waste Storage Area
	Hazardous Material Storage & Tracking Log
	Hazardous Waste Storage & Tracking Log
	See the Following:
	Fact Sheet # 17401
	Fact Sheet # 17402
	Fact Sheet # 17403
	Fact Sheet # 17404
SCOPE	Environmental regulations have the potential to impact all BellSouth activities, including the following: • Central Office operations • Fleet operations • Building maintenance • Outside plant operations
REFERENCES	• Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) • Superfund Amendments and Reauthorization Act (SARA) • Emergency Planning and Community Right to Know (EPCRA) • Environmental Terms and Definitions - Fact Sheet # 17103 • Hazardous Material Storage & Tracking Log (Exhibit) - Fact Sheet # 17701 • Hazardous Waste Storage & Tracking Log (Exhibit) - Fact Sheet # 17702

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TOPIC DESCRIPTION	HAZARDOUS MATERIAL STORAGE AREA This Fact Sheet defines the application and requirements for establishing a hazardous material storage area.	
SCOPE	The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible.	
RELATED DOCUMENTS	For More Information On:	See the Following:
	Hazardous Waste Generator Classifications	Fact Sheet # 17300
	Hazardous Material and Waste Storage	Fact Sheet # 17400
	Recordkeeping Strategies	Fact Sheet # 17600
	Hazardous Material Storage & Tracking Log	Fact Sheet # 17701
	Product/Material Disposal	Disposal Fact Sheets (Series 19000)
DEFINITIONS	- Hazardous material is generally defined as any chemical or a product that has the potential to cause harm to human health or the environment. A hazardous material can be new or used, but is generally associated with the management of used materials. For purposes of these Fact Sheets, the term hazardous material will apply to used material. - Universal waste is a special category of hazardous waste, which has been exempted from certain disposal requirements to promote recycling. For storage purposes, universal waste, with the exception of used fluorescent lamps, should be handled as a hazardous material. - For storage purposes, a hazardous material is any material not defined or regulated as a RCRA hazardous waste. Hazardous materials have also been referred to in the past as "other regulated waste."	
EXAMPLES	Hazardous materials commonly used/generated by BellSouth include: * Batteries (except small alkaline batteries) * Used motor oil and filters * PCB capacitors and lighting ballasts * Radioactive material (cathode tubes & certain smoke detectors) * Asbestos * Unknown material awaiting lab analysis results Note: See Disposal Fact Sheets for additional information for a specific product/material.	
REASONS FOR A STORAGE AREA	- A designated storage area is intended to warn people of the potential hazard and protect the material from damage or release during storage. - A temporary storage area should be established if hazardous material is to be stored for less than 60 days. - A permanent storage area should be established if the facility: - Generates hazardous material on a regular basis; or - Plans to store a hazardous material in excess of 60 days. Note: If the facility stops generating hazardous material and does not foresee a future need for at least a year, the storage area may be removed.	

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TYPES OF STORAGE AREAS	• Temporary Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers * Designated with marking tape, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs are recommended, but not required • Permanent Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs (Signs must be durable and readable from a minimum distance of 25 feet.) • Fluorescent Lamp Storage Area: * If a facility already has an established hazardous material storage area (temporary or permanent), used fluorescent lamps may be stored in the hazardous material storage area; or * Used fluorescent lamps, waiting recycling, may be stored in a designated area, i.e., janitorial closet or supply-room.
INSPECTIONS	The hazardous material storage area should be inspected at least monthly. It is a good practice to inspect the area designations/signs and containers every time material is placed into or removed from the area. Storage area inspections must be documented. Note: Inspections are not required if there is no material in the area to inspect. Note: Inspections of fluorescent lamps, stored in places other than the hazardous material storage, area are not required.
DOCUMENTATION AND TRACKING	To ensure proper management and control, all material moved into or from the storage area must be tracked. For regional consistency, it is recommended the <i>Hazardous Material Storage Area & Tracking Log</i> (Fact Sheet # 17701) be used. Regardless of the format, the following information is required: * Date material enters area * Description (e.g., lead acid battery) * Quantity entered (estimate) * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected
DOCUMENTATION	All hazardous material related documents, logs, shipping papers, vendor receipts, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.

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TOPIC DESCRIPTION	HAZARDOUS WASTE STORAGE AREA This Fact Sheet defines the application and requirements for establishing a hazardous waste storage area.	
SCOPE	The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible.	
RELATED DOCUMENTS	For More Information On:	See the Following:
	Environmental Terms and Definitions	Fact Sheet # 17103
	Hazardous Material Storage	Fact Sheet # 17401
	Recordkeeping Strategy	Fact Sheet # 17600
	Hazardous Waste Storage and Tracking Log	Fact Sheet # 17702
DEFINITION	A hazardous waste is generally defined as any chemical or product that has the potential to cause harm to human health or the environment and is to be discarded. Hazardous wastes are either EPA "listed waste", EPA defined "characteristic waste," or classified hazardous waste through "generator knowledge." It is very important to make the distinction between a "waste" and a hazardous "material." Hazardous wastes are specifically regulated and affect your generator classification. Hazardous materials, even through they may adversely affect human health and the environment, do not affect your generator classification.	
EXAMPLES	BellSouth doesn't generate many hazardous wastes. Examples of hazardous waste include: * Used solvents * Used motor oil containing solvents * Mercury containing relays and switches * Antifreeze/coolant with 5 or more ppm lead * Oil/lead based paint Note: Some products/chemicals remain a hazardous waste even if recycled. See Disposal Fact Sheets (Section 19000) for additional information for a specific product/material.	
REASONS FOR A STORAGE AREA	• A designated storage area is intended to warn people of the potential hazard, facilitate tracking and protect the waste from damage. • A temporary storage area should be established if hazardous waste is to be stored for less than 60 days. • A permanent storage area should be established if the facility: * Generates hazardous waste, on a regular basis; or * A CESQG that plans to store a hazardous waste in excess of 60 days; or * Is classified as a SQG or LQG Note: If the facility no longer meets the requirements above, the permanent storage area may be removed. However, it is recommended the storage area remain in place if there is a possibility hazardous waste generation will resume within one year.	

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TYPES OF STORAGE AREAS -	• Temporary Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are not required, but are suggested. Signs must be durable and readable from a minimum distance of 25 feet. • Permanent Storage Area: * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are required. Signs must be durable and readable from a minimum distance of 25 feet.
INSPECTIONS	The hazardous waste storage area must be inspected according to the facility's Hazardous Waste Generator Classification. * CESQG – monthly * SQG – weekly * LQG – weekly Note: It is a good practice to inspect the area designations, signs and containers every time material is placed into or removed from the area.
DOCUMENTATION AND TRACING	To ensure proper management and control, all waste moved into or from the storage area must be tracked. For regional consistency, it is recommended the <i>Hazardous Waste Storage & Tracking Log</i> (Fact Sheet 17702) be used. Regardless of the format, the following information is required: * Date waste enters area * Description (erg., mercury relays) * Quantity entered * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected
DOCUMENTATION	All hazardous waste related documents, logs, manifests, "Land Ban" forms, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.

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Summary Fact Sheet # 17403**

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TOPIC DESCRIPTION	HAZARDOUS MATERIAL STORAGE & TRACKING LOG	
	This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous material storage area.	
SCOPE	To ensure compliance with certain regulations and best management practices, a tracking mechanism is required. Although the accumulation of hazardous material is not regulated like hazardous waste, it still presents a potential environmental and health hazard. Hazardous material may be stored for up to one year, however, it should not be stored longer than economically feasible. Fact Sheet # 17701 provides a convenient way to track hazardous material accumulation, storage, disposal and storage area/container conditions. The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible. Note: There is a separate log for hazardous waste storage (Fact Sheet # 17702) Note: This log is not required for fluorescent lamps waiting recycling, unless the facility also aggregates lamps from other facilities and ships directly to a lamp recycler.	
RELATED DOCUMENTS	For More Information On:	See the Following:
	Recognizing Hazardous Materials	Fact Sheet # 17202
	Hazardous Material Storage Area	Fact Sheet # 17401
	Hazardous Material Storage & Tracking Log (Exhibit)	Fact Sheet # 17701
REQUIRED INFORMATION	Required information and suggested log completion instructions: • Section I: Enter: Facility Name Enter: Geographic Location Code (GLC) • Section II: Column 1: Brief description of the material, i.e., used motor oil, lead acid batteries Column 2: Quantity of material, i.e., count, weight and/or volume *Column 3: Date material is placed into storage Column 4: Date disposal request is made, i.e., date called into BSC *Column 5: Date material is shipped off-site Column 6: Name of disposal facility, if other than the BSC • Section III: Column 1: Date storage area is inspected. Column 2: Inspectors initials Column 3: Describe deficiencies, i.e., bung plug on drum of used oil loose Column 4: Describe corrective action, i.e., tightened bung plug Column 5: Date deficiency corrected	
INSPECTIONS	The Hazardous Material Storage Area should be inspected at least monthly. If there is no material stored, an inspection is not necessary.	
DOCUMENTATION	The current Hazardous Material Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years.	

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TOPIC DESCRIPTION	HAZARDOUS WASTE STORAGE & TRACKING LOG This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous waste storage area.	
SCOPE	To ensure compliance with regulations and best management practices, a tracking mechanism is required. The storage of hazardous waste is regulated depending on the facility's generator classification. The facility's classification is dependent on the amount of hazardous waste generated, per month; consequently, the generation rate must be Documented. This log provides a convenient way to track hazardous waste accumulation, storage, disposal and storage area/container condition. The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department,, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible. Note: There is a separate log for hazardous material storage (Fact Sheet # 17701)	
RELATED DOCUMENTS	For More Information On:	See the Following:
	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Materials	Fact Sheet # 17202
	Hazardous Waste Storage & Tracking Log (Exhibit)	Fact Sheet # 17702
REQUIRED INFORMATION	Required information and suggested log completion instructions: • Section I: * Enter: Facility Name * Enter: Geographic Location Code (GLC) • Section II: * Column 1: Brief description of the waste, i.e., mercury relays, spent solvent * Column 2: Quantity of waste, i.e., count, weight and/or volume * Column 3: Date waste is placed into storage * Column 4: Date disposal request is made, i.e., date called into BSC * Column 5: Date waste is shipped off-site * Column 6: Name of disposal facility, if other than the BSC • Section III: * Column 1: Date storage area is inspected. * Column 2: Inspectors initials * Column 3: Describe deficiencies, i.e., bung plug on drum of solvent loose * Column 4: Describe corrective action, i.e., tightened bung plug * Column 5: Date deficiency corrected	
INSPECTIONS	The Hazardous Waste Storage Area must be inspected based on the facility's generator Classification, with a monthly minimum. If there is no waste stored, it is suggested the storage area designation and signage be inspected monthly, for all classifications.	
DOCUMENTATION	The current Hazardous Waste Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years.	

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TOPIC HAZARDOUS WASTE MATERIAL/WASTE SPILLS AND RELEASES	
DESCRIPTION	This program pertains to the management of incidental spills or releases of hazardous materials and wastes. The key to spill prevention is advance planning. In all spill situations, time is of the utmost importance. Without advanced planning, training and practice employees will not be able to respond properly. Note: For purposes of the section, the term "spill" will denote a spill or release
POLICY	It is the policy of BellSouth to comply with all laws and regulations pertaining to the proper and timely cleanup and reporting of hazardous material and waste spills.
COMPONENT	For More Information On:
	Classifying a Spill
	Selecting a Spill Kit
	Spill Response Guidelines
	See the Following:
	Fact Sheet # 17501
	Fact Sheet # 17502
	Fact Sheet # 17503
SCOPE	Proper spill response is a combination of common sense and technical training. The user of the chemical is usually the one that spills it. These individuals are knowledgeable of the material and should be able to handle the cleanup. However, if you discover a spill and are not familiar with the chemical, not adequately trained, or do not have the proper cleanup tools, do not attempt to clean it up. Immediately call for assistance. Always use appropriate personal protective equipment (PPE). There is the potential to have a hazardous material/waste spill/release at most any facility or while conducting field operations. The more common operations include: • Fuel delivery and storage • Vehicle maintenance • Building maintenance • Outside plant operation Note: The RD is responsible for funding cleanup activities.
REFERENCES	• Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) • Superfund Amendments an Reauthorization Act (SARA) • Emergency Planning and Community Right to Know (EPCRA)

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	CLASSIFYING A SPILL			
DESCRIPTION	This Fact Sheet provides guidance on classifying a spill or release (spills) of a hazardous material, universal waste or hazardous waste. The location, amount and type of material spilled will influence cleanup and reporting procedures.			
SCOPE	A spill can occur anytime a hazardous material/waste is handled, transported or stored. The Responsible Department (RD) is responsible for managing spills, including initial cleanup of small spills, storage of contaminated material and associated debris, and proper disposal. Note: All employees are responsible for reporting spills, however, only trained individuals should attempt to cleanup a spill of hazardous material/waste.			
RELATED DOCUMENTS	For More Information On:		See the Following:	
	Environmental Terms and Definitions		Fact Sheet # 17103	
	Recognizing Hazardous Material and Wastes		Fact Sheet # 17200	
	CESQG Facilities		Fact Sheet # 17301	
	SQG Facilities		Fact Sheet # 17302	
	LQG Facilities		Fact Sheet # 17303	
SPILL CLEANUP TRAINING	Employees should only attempt to clean-up spills of chemicals that they are familiar with, and for which they have received spill response training. Hazard Communication training (HAZCOM) and spill response training is essential before attempting to respond to any spill. Most employees will receive spill clean-up training/retraining as part of their annual HAZCOM training, and then only for those chemicals they can reasonably be expected to handle during the course of their normal job. Departments or facilities may choose to implement more extensive spill response training. Note: Each RD should obtain approval from the Occupational Health and Safety organization before proceeding with heightened response plans. The following classifications are for the internal management of spills.			
SPILL CLASSIFICATION	TYPE	QUANTITY	CHARACTERISTICS	RESPONSE
	Incidental Type I	less than 1 gallon	- small puddle - up to 3 feet in diameter - contained in building	- cleanup at facility - document cleanup in Hazardous Material/Waste Management Binder
	Incidental Type II	greater than 1 gallon less than 25 gallons	- moderate potential to enter the environment - possibly too big to cleanup with site spill kit - puddle up to 50 feet in diameter	- possible cleanup at facility, - report and/or request assistance from the BSC - document cleanup in Hazardous Material/Waste Management Binder

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SPILL CLASSIFICATION (continued) --	Significant Type III -	greater than 25 gallons, or any amount of asbestos, PCB	- too large a spill to cleanup with site spill kit - great potential to enter the environment, or - has already entered the Environment	- call the BSC; a qualified contractor should handle this release - document cleanup in Hazardous Material/Waste Management Binder.
	Note: Some states require reporting petroleum spills of any quantity, which are not contained within a building. Check with your LDEC or AEM for additional information on state specific requirements.			
COMMON TYPES OF SPILLS	• Petroleum Products * Diesel fuel * Gasoline * Motor oil • Antifreeze * Motor vehicles * Standby engines • Acids/Caustics - Motor vehicle batteries * Engine start batteries - Emergency lighting * Central office batteries • PCBs * Lighting ballasts * Capacitors * Transformers • Mercury * Relays/switches * Circuit boards * Manometers * Thermometers • Asbestos * Thermal insulation * Transite board/conduit * Floor tiles/mastic * Wallboard			

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TOPIC	SELECTING A SPILL KIT		
DESCRIPTION	This Fact Sheet provides guidance for selecting a spill kit. Spill kit selection should be based on specific applications and spill potential.		
SCOPE	The Responsible Department (RD) is responsible for ensuring that proper and adequate spill kits are readily available for use. All employees expected to respond to a spill must have received the appropriate spill response training for that particular hazard. Each kit should be externally marked to readily identify its application, i.e., marked "Hydrocarbon Spill Kit." Spill kits should be stored in doors or otherwise protected from the weather.		
RELATED DOCUMENTS	For More Information On:		See the Following:
	Environmental Terms and Definitions		Fact Sheet # 17103
	Recognizing Hazardous Material and Wastes		Fact Sheet # 17200
	Hazardous Waste Generator Classifications		Fact Sheet # 17300
	Employee Safety		BSAPP
SPILL KIT TYPES	The following are examples of hazardous material and suggested spill kit types.		
	Facility	Hazardous Material	Suggested Spill Kit
	Central Office	Lead Acid Battery Acid	Acid Neutralizing Kit
		Diesel Fuel	Hydrocarbon Spill Kit
		Oil	Hydrocarbon Spill Kit
	Garage	Lead Acid Batteries	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Antifreeze	Hydrocarbon Spill Kit
		Solvents	HazMat Spill Kit
	Work Center	Lead Acid Battery	Acid Neutralizing Kit
		Fuel	Hydrocarbon Spill Kit
		Ni-Cad Battery	Alkaline Neutralizing Kit
		Solvents	HazMat Spill Kit
	Warehouses	Hydraulic Fluid	Hydrocarbon Spill Kit
		Solvents	HazMat Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Lead Acid Battery	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		PCBs	PCB Spill Kit
		Ni-Cad Battery	Alkaline Neutralizing Kit
		Mercury	Mercury Spill Kit
	Administrative Buildings and Data Center Data	Other Hazardous Materials	HazMat Spill Kit
		Solvents	HazMat Spill Kit
		Fuel	Hydrocarbon Spill Kit
		Lead Acid Battery	Acid Neutralizing Kit
		Oil	Hydrocarbon Spill Kit
		Antifreeze	Hydrocarbon Spill Kit

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LOCATION AND SIZE OF SPILL KITS	The location and size of the spill kit is determined by the quantity of the hazardous material on-site, as well as the characteristics of the material itself. Following are some examples of typical spill kits and suggested locations:		
	Material	Kit Location	Quantity/Type
	Lead Acid batteries	All facilities: near batteries	C.O.: 1-30 gallon acid spill kit w/45 gal. neutralizer, or lbs. dry absorbent w/tools; OSP: 1-5 gal. kit w/30 qts. neutralizer, or 30 lbs dry w/tools.
	Caustic Batteries (Ni-Cad)	All facilities: near batteries	C.O.: 1-30 gal. alkaline kit w/45 gal. neutralizer; OSP: 1-5 gal. kit w/7.5 gal, neutralizer
	Fuel	CO: engine Room SOC: storeroom Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Used Oil	CO: engine room Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Antifreeze	CO: engine room Garage: work area	1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit
	Solvents	All facilities: work area	1-10 gallon hazmat spill kit
ORDERING SPILL KITS	The following spill kits and replacement components may be ordered from central purchasing catalog.		
	Spill Kit Name	Size	PID Number
	Acid Neutralizing Kit	30 gallon w/out liquid neutralizer	642960264
		5 gallon w/out liquid neutralizer	643960263
		7 qts. liquid neutralizer	645960261
		30lbs dry neutralizer w/tools	644960262
	Hydrocarbon Kit	30 gallon	632960266
		5 gallon	633960265
		Absorbent socks only	634960264
	HazMat Kit	30 gallon	632960266
		5 gallon	633960265
	Alkaline Neutralizing Kit	30 gallon and 5 gallon w/out neutralizer	See Acid Kit
		7 qts. liquid neutralizer	646960260

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CONTENTS OF SPILL KITS	Certain types of equipment/material are necessary to properly respond to a spill. This equipment/material does not have to be in the actual spill kit, however, it must be at the facility/facility complex and readily available. The suggested material/equipment includes, but is not limited to the following:	
	TYPE	DESCRIPTION
	Absorbents, Neutralizers or Adsorbents	• Clay, organic absorbing mats, and booms • Neutralizing agents for acids and bases • Absorbent pillows/blankets • Oil dry
	Tools	• Spark resistant shovels, brooms, mops, pails, and squeegees
	Supplies	• Containers * Open top and bung top 55-gallon drums * Overpack drums (85-gallon) • Containment booms, absorbent pads and pillows • Labels, signs
	Personal Protective Equipment (PPE)	• Protective gloves • Safety glasses/Splash-proof chemical goggles • Aprons • Rubber overshoes or boots Note: PPE that employees routinely use in their work operation is generally adequate. However, all OSHABSAPP required PPE must be on site and readily available.
	Note: Respirator use should be limited and only used as specifically outlined in site specific plans that provide detailed training in their use. Additionally, their use should not be implemented without prior approval from Occupational Safety and Health.	
SPILL KIT LABELING/ SECURITY	Spill kits should be labeled as to their intended use, e.g., "Acid Neutralizing Spill Kit" and type II, of neutralizer, if applicable. To ensure spill kit integrity, spill kits should be sealed and secured with a plastic tie or metal band. It is not necessary to list the spill kit contents on the outside label.	
SPILL KIT INSPECTION	It is recommended spill response supplies be inventoried at least monthly to insure all supplies are present and in good condition. If the kit is secured, it is not necessary to open for inspection. Replenish missing/inoperable supplies as soon as possible.	

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TOPIC DESCRIPTION	SPILL RESPONSE GUIDELINES This Fact Sheet identifies the proper generic sequence of actions (guidelines) to take when responding to an incidental spill. Remember that these are only basic guidelines and are not intended to be comprehensive or all-inclusive. In a spill situation, a responder often must perform several of these steps almost simultaneously and without having to think about them. In other words, proper training should make these guidelines second nature.	
SCOPE	The Responsible Department (RD) is responsible for ensuring all spills are properly handled, reported and documented, in a timely manner. Trained employees are expected to respond to small incidental spills.	
RELATED DOCUMENTS	For More Information On:	See the Following:
	Environmental Terms and Definitions	Fact Sheet # 17103
	Hazardous Waste Generator Classification	Fact Sheet # 17300
	Product/Material Disposal	Disposal Fact Sheets (Series 19000)
	Employee Safety	BSAPP
GUIDELINES	Step	Action
	1	Identify What Was Spilled and How Much. Determine the content and hazard of the material, and the size of the spill. If the material is flammable or combustible, remove all ignition sources. Stop the flow of the spill if it can be done safely. This will enable the appropriate individuals to prepare for cleanup.
	2	Make Notifications IMMEDIATELY! INTERNAL: If spill is greater than 1 gallon, CALL THE BSC: 780-2740; 557-6194 EXTERNAL: Will vary depending on spill type/size and the seriousness of the spill • Emergency services notifications (fire, medical) should occur according to normal operating procedures found in Emergency Operations Plan • The BSC will notify Environment/Safety Management • Environment/Safety Management will notify and report to the appropriate environmental regulatory agencies, as required.
	3	Secure the Area and Warn Others. In case of a spill, use supplies from the spill kit to rope off the area with tape, signs, etc. Use readily accessible supplies such as chairs, cones, etc., to provide barricades to the area. Keep people clear of area.
	4	Stop and Evaluate. If you are trained and equipped to address the spill of this material, proceed to step 5. If you are not trained or equipped to handle this spill and unable to find someone who is trained; move away, ensure area remains secured; remain available until spill is under control; and follow-up with the BSC.
	5	Get Appropriate Personal Protective Equipment (PPE) approved by OHS. Use only approved/authorized PPE.
	6	Contain the Spill. Use contents of spill kit to dike around spill area. Cover, plug or otherwise seal off all drains which could potentially be affected by the spill or leak.
	7	Stop the Spill at its Source. Plug drums, close valves, etc.

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GUIDELINES (continued)	8	Neutralize/Absorb Material. Use the appropriate spill kit and instructions to Neutralize/absorb the spill.	
	9	Cleanup. Once a spill has been absorbed and/or neutralized, cleanup by placing the used spill kit materials into the appropriate disposal containers. Thoroughly clean area with additional absorbent/neutralizer.	
	10	Properly Dispose of Contaminated Materials. Refer to the appropriate Disposal Fact Sheet for the correct disposal method and procedures.	
	11	Document. Record spill event details and response effort, as appropriate	
	12	Replace Spill Kit. Order replacement spill kit supplies, as necessary.	
REPORTING TO THE BSC	When the release is more than one gallon of hazardous material/waste, a call must be made to the BSC. This call is for the purpose of notification and possible dispatching of cleanup vendor via the AEM. When initially reporting a spill, be prepared to give the BSC the following information: Facility's GLC * Your name, title, department and contact number. * Street address of facility * Specify this is an "environmental spill" * Exact location of spill within facility * Identify and quantify material spilled (information from MSDS, if available) * Emergency responders called, i.e., fire department or ambulance, if applicable * Number of injuries and status of condition * Status of spill containment * Date and time spill was discovered * Additional help needed * Advise the BSC when the incident has been resolved		
DISPOSAL OF CLEANUP MATERIALS	The absorbent/neutralizer used to cleanup a spill may take on the characteristics of the spilled material, consequently, it may be considered a hazardous waste. The following are some common examples:		
	Spill Type / Residue	Type Waste	What To Do
	Lead Acid Battery Spill/ Neutralizing Material	Solid waste, if neutralized	Dispose in dumpster, if acceptable to trash vendor
		Hazardous waste, if not neutralized	Handle as a hazardous waste
	Gasoline / Absorbent	Hazardous waste, if ignitable	Handle as a hazardous waste
	Oil or Diesel Fuel / Absorbent	Solid waste, if not dripping	Dispose in dumpster, if acceptable to trash vendor
		Hazardous waste, if dripping	Handle as a hazardous waste
	Caustic Battery Spill/ Neutralizing Material	Solid waste, if neutralized	Dispose in dumpster, if acceptable to trash vendor
		Hazardous waste, if not neutralized	Handle as a hazardous waste

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PROGRAM	RECORDKEEPING AND TRAINING STRATEGIES	
DESCRIPTION	This program identifies the record-keeping and training strategies associated with the management of hazardous material and hazardous waste.	
POLICY	It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy.	
COMPONENTS	For More Information On:	See the Following:
	Environmental Activity Reporting	Fact Sheet # 17601
	Shipping Papers and Vehicle Placarding	Fact Sheet # 17602
	Community Right to Know Reporters (EPCRA)	Fact Sheet # 17603
	Document Retention	Fact Sheet # 17604
	Hazardous Material/Waste Training	Fact Sheet # 17605
SCOPE	One of the more important aspects of hazardous material and hazardous waste management is Record-keeping and document retention. Regulations require each company to be able to Prove its hazardous material and waste handling activities are in compliance. Good Record-keeping and training are also effective means of reducing the company's environmental liability. Most environmental citations involve failure to report an activity, improperly prepared reports, forms or record retention. In addition to record-keeping, each employee that uses or handles hazardous material/waste, i.e., shipping, storage, spill response, disposal, etc. must be adequately trained.	
DOCUMENT STORAGE	For the most part, documents must be maintained at the generating facility. Maintaining the facility's environmental documentation in a central place will ensure timely and efficient document retrieval. To facilitate document access/review, records must be readily accessible. It is recommended that all hazardous material/waste related documents be maintained in the facility's Hazardous Material/Waste Management Binder and that the Binder be stored as follows:	
	Type Facility	Storage Location
	Central Office	Near hazardous material/waste storage area.
	Administrative Building or Regional Data Center	Near hazardous material/waste storage area or in building maintenance contractor's office area
	SOC	Near the hazardous material/waste storage area or in wall-holder at entrance door.
	Garage	Office area

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TOPIC PURPOSE	ENVIRONMENTAL ACTIVITY REPORTING The purpose of this Fact Sheet is to identify the requirements associated with environmental "Activity Reporting" to Environmental/Safety (E/S).	
SCOPE	Activity reporting is necessary to document hazardous material and hazardous waste activities and management compliance. Whenever an activity occurs which could have regulatory implications, it is very important that the appropriate federal, state and/or local regulatory officials are notified. To streamline the process and to ensure that consistent and correct communications exist between the regulators and the company, E/S will serve as the official governmental interface. More specifically, the Area Environmental Manager (AEM) and/or the Technical Program Manager (TPM) will fulfill this task. To comply with this reporting requirement, it is imperative that each Responsible Department (RD) submit all required hazardous material/waste management activity reports correctly and in a timely manner. Activity reports may be directly input into the official database or submitted to the AEM with responsibility for that facility. When a facility has multiple departments, it is important that all reporting be processed in a unified manner - remember environmental compliance is location specific, not department specific. • An activity report may consist of any of the following: * Completed paper/electronic form * E-mail * Direct data entry or a mechanized system download to the BellSouth Environmental/Safety Tracking (BEST) system • Examples of activity reporting include, but are not limited to, the following: * Central office battery additions, deletions or changes * Hazardous waste disposal * Central office equipment tear outs * Change in Hazardous Waste Generator classification * Spills/release reporting * Regulatory citations/fines/penalties * Corrective action plan associated with environmental deviations * Waste minimization activities	
RELATED	For More Information On:	See the Following:
DOCUMENTS	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Materials/Wastes	Fact Sheet # 17200
	Hazardous Waste Generator Classifications	Fact Sheet # 17300
	Hazardous Material/Waste Spill/Releases	Fact Sheet # 17500
HAZARDOUS WASTE GENERATOR REGISTRATION REQUEST (EPA ID#)	The following information is required for new registrations and changes in generator classifications. The preferred method of data transmittal is e-mail. * Facility GLC or official identification * Date of request * Requestor (name, title, department and contact #) * Reason for the request (new/eliminated process, spill response, etc.)	

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HAZARDOUS WASTE GENERATOR REGISTRATION REQUEST (continued)	* Current EPA ID # and Generator Classification (SQG or LQG) * Waste streams (new, existing and deletions) * EPA Waste code for each waste stream, if known * Total waste, in pounds, generated per calendar month (known or estimated) * If facility no longer generates hazardous waste, provide date generation stopped Note: An EPA ID # is not required, nor suggested for CESQG classifications
NOTICE OF CENTRAL OFFICE EQUIPMENT REMOVAL	The following information is required when removing (tear-out) central office or other electronic equipment containing hazardous material/waste. The preferred method of data transmittal is e-mail. * Facility GLC * Date of request * Facility contact name, title and number * Description of hazardous material/waste to be removed, i.e., mercury relays * Estimated quantity, by type, to be generated during a calendar month Note: The RD is responsible for ensuring the above information is submitted to E/S, 30 days prior to beginning any hazardous waste removal work.
HAZARDOUS MATERIAL/ WASTE DISPOSAL	Disposal of hazardous material/waste requires an Activity Report. If disposal is via BSC/HMD, the BSC will forward the required information to the AEM. If the BSC/HMD is not used, the RD is responsible for Activity Reporting. The preferred method of data transmittal is e-mail. The following information is required: * Facility GLC * Date of request * Facility contact name, title and telephone number * Facility's Generator Classification and EPA ID#, i.e., CESQG, SQG, LQG. * Description of hazardous material/waste, i.e., mercury relays, batteries, etc. * Known/estimated weight of material by type Note: For hazardous waste disposal, copies of the Uniform Hazardous Waste Manifest and Land Disposal Restriction form must be forwarded to the AEM. Original copies must be filed in the facility's Hazardous Material/Waste Management Binder.
CHEMICALS (SARA)	The addition, deletion or change in reportable chemicals must be reported to the Local Emergency Planning Committee (LEPC) via the Tier II Report. The RD is responsible for providing MSDS and chemical quantities to E/S for data entry.
BATTERIES (SARA)	The addition or deletion of sulfuric acid (lead acid batteries) must be reported to the LEPCs via the Tier II Report. The RD is responsible for inputting the following data into the BellSouth Environmental/Safety Tracking (BEST) system. • Name of manufacturer (optional) • Model number • List number • Quantity of batteries involved • Location within building Note: Mechanized data entry, i.e., AMPEERS, is acceptable if authorized by the E/S Information Manager

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TOPIC	SHIPPING PAPERS AND VEHICLE PLACARDS	
DESCRIPTION	This Fact Sheet provides instructions on preparing shipping papers associated with shipments of hazardous material, hazardous waste and universal waste.	
SCOPE	Shipping paper preparation and use is generally regulated by the DOT. However, the EPA regulates certain shipping papers associated with hazardous waste. The "shipper" (person offering the material for shipment) is personally responsible and liable for ensuring all required information is provided and that it is correct. • Shipping papers serve the following basic functions: * Identifies the shipper and receiver * Describes the material being shipped * Warns the transporter and receiver of potential hazards * Provides emergency contact information * Provides for material receipt and tracking • Vehicle placards serve two basic functions: * Warns the general public of potential chemical hazards * Identifies chemical hazards to emergency responders Note: If you do not have first hand knowledge of the material being shipped, Do Not sign the shipping papers. Note: Shipping papers for hazardous material/waste must remain with the driver or in the Vehicle at all times.	
RELATED	For More Information On:	See the Following:
DOCUMENTS	Environmental Terms and Definitions	Fact Sheet # 17103
	Recognizing Hazardous Material	Fact Sheet # 17202
	Recognizing Hazardous Waste	Fact Sheet # 17203
	Recognizing Universal Waste	Fact Sheet # 17204
	Pre-Transportation Checklist	Fact Sheet # 17206
Pr	Product Description	MSDSs
	Product/Material Disposal	Disposal Fact Sheets (Series 19000)
HAZARDOUS MATERIALS	The transportation of hazardous materials is regulated by DOT. A "Hazardous Material Bill-of-Lading" (BOL) is required for shipments of hazardous materials. A BOL must: • be typed or legibly printed in English • contain the "Proper DOT Shipping Description" (shipping description must include in the proper order: the hazard class, UN/NA identification number and the packing group) • list all hazardous materials first or in contrasting color • have an "X" in the RQ column, as appropriate • Contain a 24 hour emergency contact number • be signed by the shipper Note: It is the shipper's responsibility to ensure the BOL is complete and correct.	

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HAZARDOUS WASTES	A "Uniform Hazardous Waste Manifest" (UHW) is required by the EPA for hazardous waste shipments. The UHW is a closed-loop document and a signed copy must be returned to the shipper. In addition to the BOL requirements, a UHW must include the following: * The word "waste" at the beginning of the shipping description, as applicable * Quantity and type containers * Generator signature certifying the generator has a waste minimization plan in effect, as required * Name and signature of each transporter * Designated disposal facility (A hazardous waste may not be delivered to any facility other than the one identified by the shipper) * Signature of the receiving Treatment Storage and Disposal Facility (TSDF) Note: Although the UHW may serve as a BOL when hazardous materials are included in a hazardous waste shipment, it is not recommended. Use a separate BOL.
UNIVERSAL WASTES ag	Universal Wastes (hazardous wastes with special exemptions to encourage recycling) have unique transportation requirements. Universal waste should be handled and transported as a hazardous material. A BOL must be used when shipping universal wastes to a recycler. All DOT requirements are in effect. Note: Small quantities of fluorescent lamps may be shipped to another facility for recycling <u>gregation</u>, without a BOL Note: There are special container markings for each type of universal waste

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TOPIC	COMMUNITY RIGHT TO KNOW (EPCRA)
DESCRIPTION	This Fact Sheet provides a general overview of the structure and reporting requirements of the Emergency Planning and Community Right to Know Act of 1996 (EPCRA or SARA Title 111)
SCOPE	EPCRA establishes requirements for Federal, State and local governments and industry regarding emergency planning and "Community Right-to-Know" reporting on hazardous and toxic chemicals. The Community Right-to-Know provisions will help increase the public's knowledge and access to information on the presence of hazardous chemicals in their communities and releases of these chemicals into the environment. States and communities, working with facilities, will be better able to improve chemical safety and protect public health and the environment. EPCRA provisions has four major sections: 1. emergency planning (Section 301-303), 2. emergency release notification (Section 304), 3. community Right-to-Know reporting requirements (Sections 311-312) and 4. toxic chemical release inventory (Section 313).
STATE EMERGENCY RESPONSE COMMISSION	EPCRA requires the Governor of each state designate a State Emergency Response Commission (SERC). Many SERCs include public agencies and departments concerned with issues relating to environment, natural resources, emergency services, public health, occupational safety, and transportation. In addition, interested public and private sector groups and associations with experience in emergency planning and Community Right-to-Know issues may be included in the State commission. The SERC must also have designated local emergency planning districts and appointed Local Emergency Planning Committees (LEPC) for each district. SERCs have designated over 4,000 local districts. Thirty-five State commissions chose counties as the basic district designation (often with separate districts for municipalities) and ten SERCs designated sub-state planning districts. The SERC is responsible for supervising and coordinating the activities of the LEPC, for establishing procedures for receiving and processing public requests for information collected under other sections of SARA Title III, and for reviewing local emergency plans. This LEPC must include at a minimum, elected state and local officials, police, fire, civil defense, public health professionals, environmental, hospital, and transportation officials as well as representatives of facilities subject to the emergency planning requirements, community groups, and the media. As soon as facilities are subject to the emergency planning requirements, they must designate a representative to participate in the planning process. The LEPC is required to complete a number of tasks, including establishing rules, giving public notice of its activities, and establishing procedures for handling public requests for information. However, the LEPC's primary responsibility is to develop an emergency response plan and review it at least annually thereafter. In developing this plan, the LEPC evaluates available resources for preparing for and responding to a potential chemical accident.

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LOCAL EMERGENCY PLANNING COMMITTEES (continued)	The plan must: * identify facilities and transportation routes of extremely hazardous substances; * describe emergency response procedures, on-site and off-site; * designate a community coordinator and facility coordinator(s) to implement the plan; * outline emergency notification procedures; * describe methods for determining the occurrence of a release and the probable affected area and population; * describe community and industry emergency equipment and facilities and identify the persons responsible for them; * outline evacuation plans; * describe a training program for emergency response personnel (including schedules); * present methods and schedules for exercising emergency response plans.
EMERGENCY RESPONSE PLANS	The emergency response plan must be initially reviewed by the SERC and, at least, annually by the LEPC. Planning activities of LEPCs and facilities should be initially focused on, but not limited to, the 360 extremely hazardous substances published in the Federal Register. Plans should be comprehensive, addressing all hazardous materials of concern and transportation as well as fixed facilities. Any facility that has present any of the listed chemicals in a quantity equal to or greater than its threshold planning quantity is subject to the emergency planning requirements. Covered facilities must notify the SERC and LEPC that they are subject to these requirements within 60 days after they begin to have present any of the extremely hazardous substances in an amount equal to or in excess of threshold planning quantities.
EMERGENCY NOTIFICATION	Facilities must immediately notify the LEPCs and the SERCs likely to be affected if there is a release into the environment of a hazardous substance that exceeds the reportable quantity for that substance. Substances subject to this requirement are those on the list of 360 extremely hazardous substances as published in Federal Register (40 CFR 355) as well as the more than 700 hazardous substances subject to the emergency notification requirements under CERCLA Section 103(a)(40 CFR 302.4). Some chemicals are common to both lists. The CERCLA hazardous substances also require notification of releases to the National Response Center (NRC), which alerts federal responders.
COMMUNITY RIGHT-TO-KNOW REQUIREMENTS	Hazardous chemicals covered by section 312 are those for which facilities are required to prepare or have available an MSDS under OSHA's Hazard Communication Standard and that were present at the facility at any time during the previous calendar year above specified thresholds. The specific threshold quantities established by EPA for Section 312 for hazardous chemicals, below which no facility must report, are: * For extremely hazardous substances: 500 pounds or the Threshold Planning Quantity (TPQ), whichever is lower. * For all other hazardous chemicals: 10,000 pounds. If requested by an LEPC, SERC, or local fire department, the facility must provide the following Tier II information for each substance subject to the request:

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COMMUNITY RIGHT-TO-KNOW REQUIREMENTS (continued) annua	* The chemical name or the common name as indicated on the MSDS, * An estimate (in ranges) of the maximum amount of the chemical present at any time during the preceding calendar year (Some states require actual weight to be reported), * A brief description of the manner of storage of the chemical, * The location of the chemical at the facility, and, * An indication of whether the owner elects to withhold location information from disclosure to the public. EPA published a uniform format for the inventory forms on October 15, 1987. However, some states have incorporated the federal contents in their own forms. Tier II forms should be obtained from the SERC and must be submitted for covered facilities on or before March 1, lly. EPA believes that Tier II reports provide emergency planners and communities with more useful information than the Tier I form and encourages facilities to submit Tier II forms. The public may also request Tier II information from the SERC and the LEPC. !,
SARA TITLE III PENALTIES r	Section 325 of the Emergency Planning and Community Right-to-Know Act addresses the penalties for failure to comply with the requirements of this law. Civil and administrative penalties ranging up to \$10,000-\$75,000 per violation or per day per violation can be assessed ~,I To facilities that fail to comply with the emergency planning (section 302), emergency notification (section 304), Community Right-to-Know (sections 311 and 312), toxic chemical release (section 313), and trade secret (sections 322 and 323) reporting requirements. Criminal penalties up to \$50,000 or five years in prison may also be given to any person who knowingly and willfully fails to provide emergency release notification. Penalties of not more than \$20,000 and/or up to one year in prison may be given to any person who knowingly and willfully discloses any information entitled to protection as a trade secret. In addition, section 326 allows citizens to initiate civil actions against EPA, state emergency response commissions, and/or the owner or operator of a facility or failure to meet the requirements of the emergency planning and Community Right-to-Know provisions. A state emergency response commission, local emergency planning committee, state or local government may institute actions against facility owner/operators for failure to comply with Title III equirements.
REPORTING REQUIREMENTS	The RD is responsible for gathering and reporting all necessary information to E/S. E/S will prepare, sign and submit the Tier II forms to the regulatory agencies, as required.

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TOPIC	DOCUMENT RETENTION			
DESCRIPTION	The purpose of this Fact Sheet is to identify the various environmental documents, retention periods and retention locations.			
SCOPE	One of the more important aspects of hazardous material and waste management is accurate Record-keeping and document retention. Regulations specifically state that it is the generator's responsibility to be able to prove generation rate and waste stream analysis. To enable BellSouth to comply with this requirement, the following documents are to be maintained at the generating facility. Records (Hazardous Material/Waste Management Binder) for hazardous activities conducted at remote or unmanned locations will be maintained at each location, or at the facility that has first level operational control of that site. A notice will be posted in those facilities indicating location of the documents and contact name/telephone number for gaining access to the documents. In locations where documentation is not required, a sign should be posted on the general/governmental bulletin board indicating the location of the Binder. Without well organized and detailed records to document what a generator has done to comply with the various EPA, OSHA, and DOT standards and regulations, a generator of hazardous or other types of wastes can not prove how they properly handled, stored, transported and disposed of their wastes. In general, all such records must be maintained for a minimum of five years.			
RELATED	For More Information On:		See the Following:	
DOCUMENTS	Environmental Terms and Definitions		Fact Sheet # 17103	
	Obtaining an EPA Identification Number		Fact Sheet # 17205	
	Hazardous Material Storage Area		Fact Sheet # 17401	
	Hazardous Waste Storage Area		Fact Sheet # 17402	
STRATEGY	Listed below is the current Hazardous Material/Waste Record-keeping Strategy			
HAZARDOUS MATERIAL/WASTE RECORDKEEPING STRATEGY				
	Applicability	Requirements	Retention Where Kept	
	Hazardous Waste Generators	Copy of EPA Registration Form	For current	Binder - Tab 2/
		(not applicable for CESQG)	operations	GLC File
		Hazardous waste generation logs	5 years	Binder - Tab 1
		Hazardous material and waste storage logs		
		Hazardous waste identification documentation, e.g., MSDS(s), copies of lab analysis for all waste streams produced at that site	5 years	Binder - Tab 2/ HMD File
		Copy of each Biennial Report and Exception Report (Annual/Quarterly if applicable).	5 years	Binder - Tab 2/ GLC File

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(continued)	Hazardous Waste	Documents verifying the transportation of	5 years	Binder – Tab 2/
	Generators (continued)	wastes from generating facilities to the treatment, storage, recycling or disposal facility. These records include: Uniform Hazardous Waste Manifests, Hazardous Materials Bills of Lading - RF 1800 and Land Disposal Restriction (Land Ban) Form		GLC File/ HMD File
		Records of the date and time of the inspection, the name of the inspector, a notation of the observations made and the date and nature of any repairs or other remedial actions.	5 years	Binder - Tab 1
		Copies of Contingency Plans and/or Emergency Preparedness and Prevention Plans (where I applicable)	Current, plus 5 years	EOP Binder/ Near EOP Binder
		Environmental Training Records	current, plus 5 years	TEDS
		Activity Reports to Environmental Management	none	N/A
	Community Right to Know Reports	Copies of "Receipt of Unsolicited Hazardous Materials/Waste" reports.	5 years	Binder - Tab 2/ HMD Files
		Activity Reports to E/S	None	N/A
		Copies of Tier IIs	5 years	GLC File
	Release Responders	Document spill/release clean-up - Incidental - On storage area log - Spill/Release Cleanup Report - Significant - Same as above, unless remediation is necessary. Then documentation will be detailed documents for assessment, and remediation.	Incidental - 5 Years; Remediation Project - indefinitely	Incidental - Binder - Tab 1/ GLC File/ Remediation File
	Users of hazardous materials	Copies of Material Safety Data Sheets (MSDSs) for each product used at the facility, including products brought on-site by contractors/vendors.	As long as the product is in use, plus 30 years. (File in archives or database)	MSDS Vendor (800/743-6737) Note: It is recommended that paper copies be maintained at large/active facilities.

BellSouth Environmental/Safety Management Hazardous Material/Waste Management
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TOPIC DESCRIPTION	HAZARDOUS MATERIAL/WASTE TRAINING This Fact Sheet identifies training requirements associated with the handling and management of hazardous materials and hazardous wastes. Note: This Fact Sheet references some, but not all, OSHA required training. Contact your Safety Manager for additional information.	
SCOPE dept i *	Every governmental body (OSHA, DOT and EPA) which regulates hazardous work environments, and hazardous materials and wastes has set very strict guidelines concerning the use and management of these types of materials. To meet these regulatory requirements, BellSouth has developed two separate, but intertwined education programs to ensure work place and environmental safety. The two programs are the Occupational Health and Safety program for "Hazard Communication - Employee Right to Know", and the Environmental Management Training Plan. This chapter will not discuss the OH&S training program in h. Employees who handle regulated materials/wastes must be trained on the hazards associated with those materials and on the proper methods and procedures to use when handling, storing, transporting or disposing of such regulated materials/wastes. This training would include such items as: Hazardous Materials * Hazardous Wastes * Universal Wastes * Waste Disposal Requirements * Recordkeeping Requirements * Emergency Operation Plans * Contingency Plans * DOT Hazardous Materials Training * Personal Protective Equipment * OSHA Spill Response (29 CFR 1910.120)	
RELATED	For More Information On:	See the Following:
DOCUMENTS	Regulatory Overview	Fact Sheet # 17100
	Environmental Terms and Definitions	Fact Sheet # 17103
R	Related Safety Issues	BSAPP
GENERAL REQUIREMENTS	BellSouth has established a four-level training program to support the Hazardous Material/Waste Management and compliance program. These levels are as described below:	
	Level 4	General Awareness - BellSouth Employees will be trained to the level where they demonstrate a general understanding of environmental issues and how they relate to their job.
	Level 3	Awareness Training - BellSouth Employees will be trained to the level where they demonstrate a general awareness of HM/W issues and how they relate to the individual employees responsibilities.

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GENERAL REQUIREMENTS (continued)	Level 2	Method and Procedure - This is technical training for BellSouth employees with specific HM/W job responsibilities. They will be able to demonstrate a working proficiency of these M&Ps. Level 2 training involves attendance in training sessions, and review of management practices.	
	Level 1	Subject Matter Expert Training - This is specific technical training. Those completing this training will act as SMEs and serve as BellSouth internal consultants.	
DOCUMENTATION	Documentation of all environmental training shall be kept in each participating employee's personal training record, as well as in TEDS. Each supervisor with employees requiring environmental and/or safety training will keep copies of attendance sheets, to document and verify employee training.		
ENVIRONMENTAL TRAINING VIDEOS	The following are examples of environmental videos available for Hazardous Material/Waste training. See "TEDS" or your training coordinator for additional training courses/videos.		
	TEDS #	Video Name	Target Audience
	EM750	Overview of Hazardous Materials/Waste	Those that use hazardous materials or generate waste from hazardous materials
	EM790	Managing Hazardous Materials/Wastes Storage Areas	Those that manage storage areas of hazardous materials or wastes
	EM751	Identifying Hazardous Wastes	Those that identify hazardous wastes at a facility
	EM752	Managing Hazardous Wastes On-Site	Those that manage hazardous wastes at facilities; those that maintain documentation at these storage Areas
	EM761	Spills and Releases	Anyone who plans to clean-up a spill or release, and Building Emergency Managers
SAFETY TRAINING VIDEOS	The following Safety videos are available for Hazardous Materials training:		
	TEAS #	Video Name	Target Audience
	SF305	Hazardous Communication - General Awareness	All employees
	SF305N	Hazardous Materials for Non-Transporters (Instructor led)	Persons who label, package, placard, or otherwise offer hazardous materials or wastes for transportation
	SF305T	Hazardous Materials for Transporters (Instructor led)	Those that transport Hazardous Materials on vehicles

**BellSouth Environmental/Safety Management
Summary Fact Sheet # 17701****Hazardous Material/Waste Management
Issue Date: January 1, 2000****HAZARDOUS MATERIAL STORAGE & TRACKING LOG**

Facility Name: -		Generator Classification:		GLC:	
Storage/Tracking					
(1) Description of Material	(2) Quantity of Material	(3) Date Placed Into Storage	(4) Date of Disposal Request	(5) Date Material Shipped	(6) Disposal Facility or BSC
Storage Area Deficiencies					
(1) Inspection Date	(2) Inspectors Initials	(3) Describe Deficiency	(4) Describe Corrective Action	(5) Date Corrected	
Special Instruction for " Unknown Material " (awaiting analytical results) if determined to be a "Hazardous Waste": - Enter date material is moved into the "Hazardous Waste Storage Area" as "Date Shipped." (Enter same date on the Hazardous Waste Storage & Tracking Log as "Date Placed Into Storage") - Enter "Waste Storage Area" for Disposal Facility.					

BellSouth Environmental/Safety Management Summary Fact Sheet # 17701

Hazardous Material/Waste Management
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HAZARDOUS MATERIAL STORAGE & TRACKING LOG

[illegible]

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Summary Fact Sheet # 17703**
**Hazardous Material/Waste Management
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PRE-TRANSPORTATION CHECKLIST FOR HAZARDOUS MATERIAL/WASTE		
Prior to shipping hazardous material/waste off-site, verify that each item below has been completed.		
ITEM	Yes	No
CONTAINER PREPARATION		
All containers are DOT approved		
Containers are rated for appropriate packing groups		
All bungs are secure and tightened		
All bungs are made of the same material as the drum (plastic bungs for plastic drums and metal bungs for metal drums)		
All gaskets are present		
For open-head drums, the ring and bolt is present, the bolt is the proper size, and the bolt is positioned below the top		
Drums are not corroded, rusting, bulging, or deteriorating		
Drums are clean and free of leaks		
Hazardous waste containers are labeled with proper Hazardous Waste Labels		
Hazardous wastes are labeled with diamond-shaped DOT labels		
All containers are marked with the proper shipping name and identification number (UN/NA).		
All containers marked with "This End Up"		
PAPERWORK VERIFICATION (hazardous waste only)		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest		
Hazard classes on manifest match DOT hazard class labels (diamond labels)		
EPA waste numbers on labels are correct		
Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on hazardous waste labels		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on all the hazardous waste labels		
Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on the manifest (item 11 a through d)		
EPA waste numbers on manifest are correct		
24 hour emergency response telephone number is listed on the manifest		
Emergency response information is referenced from manifest or attached to manifest		
EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest		
Location and EPA ID number are correct on Land Disposal Restriction Notification		
EPA hazardous waste numbers are correct on Land Disposal Notification		
PLACARDING		
Total amount of hazardous materials being shipped has been determined		
Specific hazard class placards have been offered for quantities of materials over 5,000 pounds		
Driver has affixed placards to all four sides of the vehicle		
Placards are identical on all four sides of the vehicle		

**BellSouth Environmental/Safety Management
Summary Fact Sheet # 17704**

**Hazardous Material/Waste Management
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HAZARDOUS WASTE LARGE QUANTITIES GENERATION REPORT		
Report Date: _____ Activity Start Date: _____		
Generation Activity: _____		
Product Expiration____ Process Change ____ Spill Response _____		
Explain: _____		
Employee's Name: _____		
Title: _____		Phone: _____
Responsible Department: _____		
Facility Name: _____		GLC: _____
Facility Address: _____		
Hazardous Waste Generation Rate (pounds)		
Chemical or Product Name	Quantity Generated Per Event	Quantity Generated Per Month
Signature: _____		

**BellSouth Environmental/Safety Management
Summary Fact Sheet # 17705**

**Hazardous Material/Waste Management
Issue Date: January 1, 2000**

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NOTICE OF CENTRAL OFFICE EQUIPMENT TEAR-OUT

GLC: _____ Facility Address: _____

Removal Start Date: _____ Scheduled Complete Date: _____

Hazardous Material/Waste to Be Removed:

Batteries: N___ Y___ Quantity/Type: _____

Mercury Relays/Switches: N___ Y___ Quantity/Type: _____

Asbestos: ___Y___Y Type of Materials: _____

Other (PCBs, Radon Tubes, etc.) list: _____

Name: _____ Date: _____ Contact #: _____
Capacity Manager

Name: _____ Date: _____ Contact #: _____
C.O. Supervisor

EXHIBIT G

ASBESTOUS MANAGEMENT

BellSouth Telecommunications
GU-BTEN-001BT

Chapter 3 - Asbestos Management
Issue C, March, 1998

Appendix A - Building Asbestos Management Job Aids

APPENDIX A
Building Asbestos Management Activities Job
Aids

AWA – 001 – “Baseline Surveys”

AWA – 002 - “Updated Baseline Surveys”

AWA – 003 – “Pre-Projects Surveys

AWA – 004 – “Presumed Asbestos Surveys”

AWA – 005 – “Damaged Asbestos Surveys”

AWA – 006– “Repairing and Abating Asbestos”

AWA – 007– “Flooring Maintenance Activities”

AWA – 008– “Clearing Levels”

AWA – 009– “Asbestos Release Response”

AWA – 010– “Asbestos Clean Up”

AWA – 011– “General Maintenance Work”

AWA – 012 – “Pre-Project Asbestos Consideration”

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 001

2/24/98

Work Activity		Baseline Surveys		
When Used		When a facility is being leased or purchased by BellSouth When no baseline survey exists		
Performed By		State Asbestos Consultant as requested by the Real Estate Negotiator		
Procedure Sur	The vey	following process contains the steps taken by the State Consultant for a Building This information will be used to decide whether to purchase or lease the facility.		
	Step	Action		
	1	Inspect all areas of the building and prepare a list of a materials that could contain ACM.		
	2	Separate each type of material into "homogeneous areas" as defined under AHERA.		
	3	Collect samples according to AHERA protocol as follows: Homogeneous areas < 1000square feet = 3 sample Homogeneous areas 1000 - 5000square feet = 5 samples Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as pre-scribed under OSHA 29CFR 1926.1101		
	4	Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample quality Control Program, be NIST and NVLAP certified		
	5	Designate homogeneous areas as "asbestos containing" if at least one sample from an homogeneous area contains greater than one percent of asbestos		
	6	Assess the condition of the asbestos		
	7	Develop future costs to abate		
	8	If BST decides to purchase or lease the building, develop a baseline survey re- port following the format adopted by P&SM		
	9	Label each homogeneous area to explain type of material and color code to in- dicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3)		
	10	Place "Danger-Asbestos" signs as appropriate. (Appendix -Exhibit		
	11	Place "Notice - Asbestos" sign as appropriate Appendix - Exhibit 1		
Documentation		What	By Whom	To Whom
		Baseline Survey Report	State Asbestos Consultant	Real Estate Negotiator Lead AE
Communication		None		
Training A		Certification in "Inspecting Asbestos" an "Managing Asbestos" (see ppendix 1)		
Other Resources Available		None identified		

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Appendix A - Building Asbestos Management Job Aids

Job Aid#AWA-002

2/24/98

Work Activity		Updated Baseline Surveys	
When Used		When P&SM Management decides that updating an existing survey is in the best interest of the Management Program for that facility.	
Performed By		State Asbestos Consultant as requested by the Lead AE	
Procedure		The following process contains the steps taken by the State Consultant for a Building Survey. The purpose of these procedures is to update the survey to meet the AHERA protocol	
	Step	Action	
1		Inspect all areas of the building and prepare a list of all materials that could contain ACM.	
2		Separate each type of material into "homogeneous areas" as defined under AHERA.	
3		Evaluate original survey to determine location of previous samples	
4		Collect any additional samples according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101	
5		Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified	
6		Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos	
7		Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% - asbestos	
8		Assess the Condition of the asbestos	
9		Develop a survey report following the format adopted by P&SM	
10		Label each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3)	
11		Place "Danger-Asbestos" signs as appropriate. Appendix G-Exhibit 2	
12		Place ""Notice -Asbestos" sign as appropriate Appendix - Exhibit 1	
13		Update "Building Inventory" If a building requires a MP, prepare document And place at building.	
Documentation		What	By Whom
Re		Updated Baseline Survey report	State Consultant
Communication		To Whom	
Training		Lead AE	
Other Resources Available		Within 24 hours, after previously unidentified asbestos is discovered, the ACP-001 "Notification of Asbestos Presence" protocol should be initiated.	
		certification in "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I)	
		Existing Baseline Survey	

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 003

2/24/98

Work Activity	Pre -Project Surveys		
When Used	A pre-project survey should be conducted any time the asbestos status of a material to be impacted is not certain		
Affected RDs	Property and Services Management, Network Central Office, Network Power Management		
Performed By	State Asbestos Consultant		
Procedure	The following process contains the steps taken by the State Asbestos Consultant for a Pre-Project Building Survey. The purpose of these procedures is to identify ACM that may be affected by a proposed project, so that proper abatement can occur.		
	Step	Action	
	1	Inspect areas of the proposed project; prepare a list of materials that could contain ACM	
	2	Separate each type of material into "homogeneous areas" as defined under AHERA.	
	3	Evaluate original survey to determine location of previous samples in the project area	
	4	Collect any additional samples according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSI-IA 29CFR 1926.1101	
	5	Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified.	
	6	Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos	
	7	Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos	
	8	Assess the Condition of the asbestos	
	9	Develop a survey report following the format adopted by P&SM	
	10	Label each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3)	
	11	Place "Danger-Asbestos" signs as appropriate. (Appendix G- Exhibit 2)	
	12	Update building inventory file	
	13	Prepare work permit for proposed construction/maintenance project	
Documentation	What	By Whom	To Whom
	Work Permit (Exb. 6- Appendix G)	BST Facility/Project/Program Manager Lead AE	Lead AE Project File
	Update Bldg. Inventory	State Asbestos Consultant	State Asbestos Consultant /Lead AE
Communication	ACP-002 ; ACP-003 if Asbestos Abatement Occurs		
Training	Certification in "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I)		
Resources	Existing Building Surveys		

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 004

2/24/

98

Work Activity	<i>Presumed Asbestos Surveys</i>		
When Used	In the event that an AHERA survey has not been completed and a decision has been made to presume the materials to be asbestos. The presumption of ACMs applies to all buildings built or material installed prior to 1981.		
Affected RDs	Property an Services Management		
Performed By	State Asbestos Consultant		
Procedure	The following process contains the steps to be followed for a Presumed Asbestos Building Survey		
	Step	Action	
1		Inspect all areas of the proposed project and prepare a list of all materials that could contain ACM.	
2		Separate each type of material into "homogeneous areas" as defined under AH-ERA.	
3		Presume all Thermal System Insulation (TSI), surfacing material, and resilient flooring to be asbestos	
4		Designate these homogeneous areas of building material as asbestos containing	
5		Determine the quantity of presumed ACM	
7		Assess the Condition of the presumed asbestos	
8		Develop a survey report following the format adopted by P&SM	
9		Place Labels , "Danger-Asbestos" signs and "Notice - Asbestos" signs as appropriate. See ACP-001 for guidance.	
Documentation	What	By Whom	To Whom
	Updated Building Inventory	Asbestos Project Manager	Lead AE
Communication	ACP-002		
Training	Certification m "Inspecting Asbestos" and "Managing Asbestos" see Appendix I		
Other Resources	Existing Building Surveys		

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 005

2/24/98

Work Activity	Damaged Asbestos Surveys		
When Used	Following a call to the BSC to report damaged asbestos, during a Environmental compliance review.		
Affected RDs	Property and Services Management		
Performed By	Facility Manager, State Asbestos Consultant, Environmental/Safety area manager.		
Procedure	The following process contains the steps taken to determine if damaged material contains Asbestos		
	Step	Action	
1		Inspect all areas o the reported damage asbestos	
2		Refer to the building survey, if available, for asbestos location information. Alternately refer to building material labeling or confer with the Lead AE. If the survey Conforms to the AHERA protocol, utilize that survey information to determine if the material is asbestos and GO TO Step 9. Otherwise continue through steps 3-8.	
3		Separate each type of material into "homogeneous areas" as defined under AH-ERA.	
4		Evaluate original survey to determine location o previous samples	
5		Collect any additional samples according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101	
6		Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified	
7		Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos	
8		Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos	
9		Assess the Condition, Location, and Type of asbestos	
	10	Utilize "Asbestos Assessment and Decision Table" to determine the action required for the BSC request.	
11		Perform action required.	
12		Close B ticket.	
1		Update "Building Inventory" following abatement o AC	
Documentation	What	By Whom	To Whom
	Updated Survey Report	Facility Manager or State Asbestos Consultant	Lead AE
Communication	Communication Protocol #A P-003, if asbestos abatement occurs		
Training	Certification in "Inspecting Asbestos" and "Managing Asbestos" see Appendix I		
Other Resources	Existing Building Surveys		

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Chapter 3 - Asbestos Management
Issue C, March, 1998

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA – 006

2/24/98

Work Activity	Repairing and Abating Asbestos		
When Used	For removing, encapsulating, or enclosing ACM prior to renovation, demolition, maintenance or construction activities. Also used to correct damaged asbestos.		
Performed By	FM/PM/Lead AE State -Asbestos Consultant Asbestos Abatement Contractor Note: for Floor Tile Removal (OSHA Class 11 activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST		
Procedure	The following process should be used after it is known (through sampling or review of existing Information) that asbestos will be affected by a project:		
	Step	Action	
	1	FM/PM/Lead commission a qualified asbestos consultant (consultant must be Qualified as an EPA Project Designer). For consulting fees > \$ 50,000, contact P&SM-Procurement	
	2	State Consultant decides approach according to the following criteria: If Amount is over 260 LINEAR FEET, 160 SF, or 35cubic feet use a Consultant to Design, go to Step 5 . If Amount is less, use a consultant to design and direct the abatement project, Go to Step 4	
	3	State Consultant develops, designs and bids or negotiates Abatement Documents (include a copy of the <i>BSALLIP Air Monitoring and Pressure Differential Standard</i>)	
	4	State Consultant contacts P&SM-Lead AE to obtain an appropriate contractor (BSALLIP and EPA approved)	
	5	State Consultant completes a BSAL IP Project Application	
	6	Contractor/Consultant develops Method of Procedure MOP	
	7	Abatement Contractor performs Abatement Project	
	8	State Consultant updates Building Inventory and signage	
Documentation	What	By Whom	To Whom
	BellSouth Post - Completion Report	State Asbestos Consultant	BSALLIP and Project Manager State Asbestos Consultant Lead AE
		Consultant or Contractor	Hazardous Material/Waste Management Binder
	10-day Notification	Area Safety Manager	
Communication	Asbestos Abatement Project Report	State Asbestos Consultant Contractor – for small projects	BSALLIP – within 30 days of Completion Project Manager State Asbestos Consultant Lead AE
	Notify Safety 10 days prior to project start to inform building occupants of Project – Utilize Communication Protocol # ACP-003 to provide information to occupants of the Building Notify Environmental Management of project - Utilize a copy of 10 - day regulatory notice		
Training	Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies		
B	SALLIP approved		

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Chapter 3 - Asbestos Management
Issue B, June, 1996

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-007

2/24/98

Work Activity	Flooring Maintenance		
When Used	For floor maintenance activities where floor tile and resilient flooring contains asbestos. For materials installed prior to 1981, all floor tile and resilient flooring is presumed to contain asbestos unless proven otherwise		
Performed By	House Service Contractors; Asbestos Abatement Contractors, Other Contractors		
Prohibitions / Restrictions	The following activities are prohibited or restricted in floor maintenance:		
	Item	Activity	
	1	Sanding of asbestos-containing flooring material	
	2	Stripping of finishes must be conducted by using low abrasion pads at speeds lower than 300 rpm and wet methods	
	3	Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.	
Removal of Individual Tiles	The following applies to removal of individual floor tiles:		
	Step	Action	
	1	HEPA vacuum the floor	
	3	Wet surface of tile	
	2	Pry-up tiles individually	
	3	Place in impermeable trash bag	
	4	Call the BSC for disposal	
	5	Document - removal in asbestos building inventory - disposal in Hazardous Material/Waste Management Binder	
Large Scale Removal of Floor Tile	The following decision criteria is used to determine the action necessary for asbestos-containing floor treatments. This should be used as guidance only. - In vacant space with no traffic flow, do not abate floor tile - In vacant space with traffic flow and with sound floor tile, do not abate - In vacant space with traffic flow and excessively -deteriorated asbestos containing flooring (tile or mastic), abate - If equipment is to be placed over damaged ACM, a site specific evaluation should be made to Determine if abatement of the portion of the area where the new equipment will go can be accomplished without creating an unacceptable hazard to existing equipment or incurring unacceptable expense		
	Note: for Floor Tile Removal (OSHA Class II activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST		
Documentation	What	By Whom	To Whom
	BellSouth Post-Completion Report	State Asbestos Consultant	BALLIP and Project Manager State Asbestos Consultant/Lead AE
	10-day Notification	Consultant or Contractor	On-site Hazardous Material/ Waste Management Binder
	Asbestos Abatement Project Report	State Asbestos Consultant Contractor - for small projects	BALLIP - 30 days of completion Project Manager State Asbestos Consultant/Lead AE
Communication	Notification of Asbestos Project- ACP-002		

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Chapter 3 - Asbestos Management

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-008 2/24/98

Work Activity		Clearance Levels	
When Used	Following Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos)		
Performed By	Accredited Asbestos Consultants / Accredited Laboratory		
Clearance Level	Required - Phase Contrast Microscopy (PCM) Clearance Level: 0.010 f/cc Optional - Transmission Electron Microscopy (TEM) Clearance Level: 70 s/mm2		
Abatement Area Sampling	Description	- Abatement areas that meets the following criteria: more than 1 day duration, and - Requires OSHA Class I and II work activities	
	Procedures	- Conduct final clearance sampling only after the secondary (inside) containment barriers have been removed; the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified personnel - After the area has passed a thorough visual inspection, use aggressive Sampling conditions to dislodge any remaining dust (perform only within enclosure) - For PCM analysis (NIOSH Method 7400) - collect 5 samples within the abatement area - response action is complete if the concentration of fibers for each of the five samples is less than or equal to 0.01 fibers/cm3 - If the abatement site does not satisfy this, the site must be recleaned and a new sample collected. - For TEM Analysis - collect a minimum of 13 samples; five inside the abatement area, five outside the abatement area, two field blanks, and one sealed blank. Response action is complete if either: (1) the arithmetic mean is less than or equal to 70 s/mm2 and the average concentration inside the abatement area is not statistically higher than the average concentration Measured outside If the abatement site does not satisfy either (1) or (2) above, the site must be re-cleaned and a new set of samples collected.	
Small Scale Asbestos Projects and Asbestos Release Response	Descriptions	Abatement /response areas that meet one of the following criteria: Less than 1 day duration Use glove-bag removal practices involve clean-up of asbestos releases	
	Procedure	- Conduct final clearance sampling only after the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified Personnel. Do not utilize aggressive sampling techniques unless test area is within an enclosure - For PCM Analysis, - Collect three sample in the area of abatement - Response action is complete if the concentration of fibers for each of the three samples is less than or equal to 0.01 fibers/cm3 - If the abatement site does not satisfy this, the site must be re-cleaned and a new sample collected.	
Documentation	What	By Whom	To Whom
	Include Air Monitoring Results in Asbestos Abatement Project Report	State Asbestos Consultant Contractor - for small projects	BSALLIP - 30 days of completion Project Manager State Asbestos Consultant Lead AE
Communication	Communication Protocol A P- "Notification o Asbestos Project -Final Results Communication Protocol ACP-004 "Notification) of Asbestos Release" -Final Results		

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Appendix A – Building Asbestos Management Job Aids

Job Aid #009

Work Activity	Asbestos Release Response		
When Used in	Following unplanned Release of Asbestos from building materials into BST Buildings and to the environment.		
Performed By A	Initial Responder (any BST employee, vendor, etc.) BST Facility Managers BST Facility Related -Asbestos Abatement Contractor sbestos Consultant		
Procedure 4 5 6	The	following process should be used in response to asbestos emergency release:	
	Step	Action	
	1	Initial Responder calls the BSC to report release of asbestos 780-2740 for NC, SC, FL, GA 557-6194 LA, MS, TN, AL, KY	
	2	BSC refers Work Order to Facility Manager	
	3	Facility Manager arrives at site and ensures the following procedures are followed: 1) Restrict air flow to area by shutting-off or temporarily modifying ventilation to area to prevent the distribution of fibers to other areas of the building 2) Restrict access and post signs 3) Saturate the debris using wet methods if possible 4) Provide information to Area Safety Manager so they can Inform building occupants of release 5) Contact State Asbestos Consultant/Lead AE for Clean-up	
	4	Asbestos Abatement Contractor cleans the area using job Aid AWA-010 "Clean-up of ACM" and Job Aid AWA-008 "Asbestos Clearance Levels" Note: No cleanup of ACM should be attempted by a BellSouth employee.	
	5	Dispose according to AWA-020 Work Practice "Disposition of ACM"	
	6	Maintain documentation in Hazardous Material / Waste Management Binder	
Documentation	What	By Whom	To Whom
	Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4. – Hazardous Materials/Waste Management M&P	State Asbestos Consultant or Asbestos Abatement Contractor	Place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE
Communication	Communication Protocol ACP –004 “Notification of Asbestos Release”		
Training	Awareness Training – see Appendix I		
Additional Information	Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-BTEN-001BT		

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Chapter 3 - Asbestos Management
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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-010

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Work Activity		Clean -up of Asbestos	
When Used		Following an asbestos release	
Performed By		Asbestos Consultant Asbestos Abatement Contractor	
Procedure	The	following process should be used to clean-up asbestos:	
	Step	Action	
	1	Facility Manager arrives at site and follows procedures in Job Aid AWA-009 "Asbestos Release Response"	
	2	Facility Manager contacts Asbestos Consultant, if appropriate	
	3	State Asbestos Consultant assesses area of release and recommends action required. Should the condition of the release require OSHA Work Practices, an Asbestos Abatement Contractor will be dispatched to the facility. The State Asbestos Consultant should notify the Lead AE of the release and clean-up.	
	4	An Asbestos Abatement Contractor cleans area of release according to the direction of the Asbestos Consultant	
	5	Following Clean-up, air samples are collected according to OSHA requirements to establish if area has been adequately clean (see AWA-008 "Asbestos Clearance Levels)	
	6	Building Occupants are notified of results of air monitoring	
	7	Release area is reopened for building occupancy	
Documentation		What Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4 - Hazardous Materials/Waste Management Method & Procedure	By Whom State Asbestos Consultant or Asbestos Abatement Contractor
M		To Whom place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE	
Communication		Communication Protocol A - 004 "Notification of Asbestos Release"	
Training		Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies SALLIP approved	
Additional Information B		Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-TEN-001BT	

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Chapter 3 - Asbestos Management

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-011

2/24/98

Work Activity	General Maintenance Work	
When Used	This procedure should be followed when conducting other activities that will "disturb" ACMs or when conducting activities that will "contact" asbestos but not disturb it NOTE: If a building has implemented a site specific Operations and Maintenance Plan, the information contained in that plan supersedes this Job Aid.	
Performed By Requirements When Disturbing Asbestos (OSHA Class III activi- ties)	Maintenance or Requirements	custodial vendors
	Communication (see ACP-005)	Post the following notification sign: DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY
	Training	16 hour Maintenance and Custodial training (or as determined by the "Competent Person") - Annual refresher required
	Regulated Area	Clearly mark off the work area cones/tape and place a drop cloth where the activity will be performed
	HEPA Vacuum Other	If a vacuum is required; only HE PA filter equipped vacuums may be used If activity generates asbestos fiber levels greater than the PEL 0.1 fibers / cc) additional requirements must be implemented: - Respirator use, protective clothing - barriers, decontamination area, notifications
Requirements When Disturbing Asbestos (OSHA Class III activi- ties)	Examples	- repair of elbow on pipe - drilling holes in ACM wallboard, resilient flooring or transite - transite duct repair - removal of mastics - popping up ceiling tile if asbestos debris is present - laying or pulling cable where ACM is present - removal of ACM ceiling tiles (< 6) - removal of small amounts of resilient flooring (< 120 sq. ft)
Requirements When Contacting but not disturbing Asbestos (OSHA Class IV activi- ties)	Requirements	Description
	Communication	Not required unless activity is above PE (.1 fibers/cc)
	Training	2 our Awareness or as determine by the "Competent Person"
	Regulated Area	No demarcation required unless above the PEL
	Other	If activity generates asbestos fiber levels greater tan the EL 0.1 fiber; cc) additional requirements must be implemented: - respirator use , protective clothing - barriers, decontamination area
Requirements for Custodial	Example Requirements	Floor tile maintenance (waxing/buffing) Description
Activities	Communication	Not require unless activity is above PEL (.1 fibers/cc)
	Training Regulated Area Other	2 Hour Awareness or as determined by the "Competent Person") No demarcation require unless above the PEL If activity generates asbestos fiber levels greater than the PEL (0.1 fibers cc) additional requirements must be implemented: - respirator use, protective clothing - barriers, decontamination area
Action for Non- Compliance	Should activities be observed that are not in compliance with the above requirements, activities should be stp[[ed and the contractor supervisor should be immediately notified. (Contact the Building Service Center for emergencies)	

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-012

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Work Activity	Pre-Project Asbestos Consideration		
When Used	This procedure should be followed prior to any maintenance, renovation, demolition, or installation that could impact asbestos containing building materials		
Performed By	Project Manager, Program Manager, Facility Manager OR Lead AE		
Procedure	For work conducted under the Lead AE program: Lead AE accesses building records, ascertains asbestos status of impacted materials, coordinates surveys or abatements, as needed, and executes the Work Permit authorizing the project to continue. This work is conducted as part of the overall project.		
	For work conducted outside of the Lead AE program:		
	Step	Action	
	1	Initiating Manager (Project, Program, or Facility Manages responsible for completing Work Permit.	
	2	Manager will evaluate the materials to a impacted y the propose project	
	3	If any building material potentially containing asbestos may be impacted, The Manager requests an evaluation of building records from the Lead AE to ascertain if sufficient information is available to determine the asbestos content Of the material.	
	4	Lead AE accesses building records and reports, asbestos status of the materials In question to the Manager .	
	5	If material is definitely negative, the Manager executes the Work Permit by completing Sections 1,2 and 3 and checking the block marked "No Asbestos Present" and signing to authorize.	
	6	If material is definitely positive, the Manager completes Sections 1,2 and 4 of the Work Permit, and ascertains the appropriate response - abatement or re-designing project to avoid the material.	
		If material is larger than 150 sq. ft, 20 linear feet, or 3 cu ft, the Manager contacts the Lead AE for concurrence on scope.	
	7	When the response is complete, the Manager signs the Work Permit authorizing continuation of the project.	
	8	If the asbestos status of the material is uncertain, the Manager initiates a Pre-Project Asbestos Survey (see Job Aid AWA-003).	
	9	Once the asbestos status is determined, the Manager continues with pre-project planning as noted above.	
Documentation	What	By Whom	To Whom
	Executed Work permit	BellSouth Manager or Lead AE	Building Survey File Project File

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Appendix D

Asbestos Communication Job Aids

ACP-001 "Notification of Asbestos Presence"

ACP-002 "Notification of Asbestos Prior to Projects"

ACP-003 "Notification for Asbestos Projects"

ACP-004 "Notification for Asbestos Release"

ACP-005 "Notification of Regulated Asbestos Area"

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Appendix D- Asbestos Communication Job Aids

Chapter 3 - Asbestos Management

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Job Aid #ACP-001 2/24/98

Communication Protocol	Notification of Asbestos Presence		
When Used	To notify - vendors whose employees will work in or next to areas with ACM/PACM - BST personnel who will work in or next to areas with ACM/PALM - all employers on multi--employer worksites whose employees will work in or next to such areas - tenants who will work in such areas Note: if previously unidentified asbestos is discovered, this notification must be made within 24 hours of discovery.		
Performed By	Property and Services Management		
Procedure	The sumed	following is a list asbestos	requirements that will be followed for all buildings that contain asbestos or pre-
	Item	Description	
	1	Building Signage - "Notice -Asbestos"	Requirement: for Buildings without OMPs: - Required for all facilities where ACM or PACM may be present - Post at service entrance of facility or on official company bulletin board Reference: See Exhibit 1 to Appendix G
	2	OMP Building Signage - "Notice -Asbestos"	Requirement: for Buildings with OMPs: Post at service entrance of facility or on official company bulletin board Reference: See Exhibit 9 in appendix G.
		Building Signage - "Danger-Asbestos"	Requirement: Posted in a place that is immediately visible inside the following rooms - Rooms or areas where exposed asbestos surfacing is present - Rooms where thermal system insulation containing asbestos or presumed asbestos is present Format: Signs must be clearly visible and must contain the following: DANGER ASBESTOS THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS INCLUDE, BUT NOT LIMITED TO.THE FOLLOWING: BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR CONTACT THE BUILDING SERVICE CENTER TO REQUEST INFORMATION OR TO REPORT DAMAGED ASBESTOS
			Reference: See Exhibit 2 in Appendix G
	3	Material Labeling	Requirements: All ACM or PACM must be labeled, with the following exceptions: - Not required for ACM contained in rooms which have appropriate signs posted at entrances - Not required for encapsulated ACM - Not required where applying a label to the materials would cause a release of fibers - Not required where the material is inaccessible - Not required for flooring, baseboards, ceiling, etc., where labeling is impractical Format: Labels must be printed in large, bold letters on a red contrasting background and must contain the following information: DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD Reference : See Exhibit 3 in Appendix G

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Appendix D- Asbestos Communication Job Aids
2/24/98

Job Aid #ACP -002

Communication Protocol	Notification of Asbestos Prior to Projects		
When Used	- To notify vendors whose employees will work in or next to areas with ACM/PACM - To ensure asbestos is considered prior to projects		
Performed By	BellSouth as the Owner Vendors who perform work		
Responsibilities	The following is a list responsibilities for pre-project asbestos notifications		
	BellSouth Responsibilities		
	- Assure areas containing asbestos are posted with proper Signage - see Job Aid ACP—001 - Evaluate asbestos prior to projects - see Job Aid AWA-004 - Notify vendor of asbestos presence – use - Signs/Labels as initial notice - Pre-Project Survey Report, Exhibit 7 when Pre-Project inspections are required (see AWA-003 for guidance) - Assure vendor performs work according to requirements in contract		
	Vendor Responsibilities		
	- Perform no work until suspect material is evaluated for asbestos - Refer to asbestos signs and labels on building material for asbestos information - If unable to determine the asbestos locations, contact the BSC for a referral for additional asbestos information - Utilize OSHA Work Practices for any activities that may disturb asbestos or contact asbestos.		
Documentation	What	By Whom	To Whom
	Pre-Project Survey Report	State Asbestos Consultant, Or Facility/Project Manager	State Asbestos Consultant Lead AE
	Work Permit (Appendix G, Exhibit 7)	FM/PM/Lea AE	Lea AE Project file
Communication Protocol	ACP-001 "Notification of Asbestos Presence"		
Additional Re- - Sources	Job Aid #AWA-003 "Pre-Project Surveys"		

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Appendix D- Asbestos Communication Job Aids
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Job Aid #ACP -003

Communication Protocol	Notification for Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos)		
When Used	Prior to asbestos project and no more than 10 days after project completion		
Performed By	State Asbestos Contractor / Consultant Area Safety Manager		
Procedure	Step	Action	
	1	State Asbestos Consultant/Contractor prepares internal asbestos 'Asbestos Project Notification' (Appendix G, Exhibit 5) and identifies appropriate building occupants. State Asbestos Consultant/Contractor prepares 10-day required NESHAP notification (if Applicable) and sends to regulatory body in that area.	
	2	State Asbestos Consultant sends copy of notifications to the Environmental/ Safety Manager in that area	
	3	Area Safety Manager notifies building occupants of project in letter form and conducts 'Right to Know' meeting	
	4	Consultant/Contractor posts 'Asbestos Project Notification' in areas adjacent to project areas in plain site of affected building occupants	
	5	Area Safety Manager remains available to answer any questions concerning asbestos and the project during its duration	
	5	By 10 days after completion of project, Post final air monitoring results on "Asbestos Project Notification" form	
Documentation	What	By Whom	To Whom
	Information Letter	Area Safety Manager	Building Occupants
	Asbestos Project Notification Form, Appendix G - Exhibit 5	State Asbestos Consultant/ Contractor	Building Occupants - retain copy for project file
Other Resources Available	Job Aid AWA-003 "Pre-Project Surveys"		

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Appendix D - Asbestos Communication Job Aids

Job Aid #ACP-004

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Communication Protocol	Notification for Asbestos Release		
When Used	Following an asbestos release to inform building occupants		
Performed By	Area Safety Manager / State Asbestos Consultant		
Procedure	Step 1	Action State Asbestos Consultant/Contractor/Facility Manager stabilizes area o release per Job Aid AWA-009.	
	2	State Asbestos Consultant/Contractor prepare asbestos 'Asbestos Project Notification" Appendix G, Exhibit 4) and identifies appropriate building occupants.	
	3	State Asbestos Consultant -sends notification to Area Safety Manager	
	4	Area Safety Manager notifies appropriate building occupants of release in letter form and/ or visits site in-person Note -"Appropriate buildings occupants" refers to those workers and vendors that work in areas adjacent to the asbestos release regulated area.	
	5	Area Safety Manager posts 'Asbestos Release Notification" m areas adjacent to release m plain site of affected building occupants Note: Alternately, the Area Safety Manager can negotiate with the State Asbestos Consultant or other responsible party to post signs	
	6	Area Safety Manager remains available to answer any questions concerning asbestos and the project during its duration	
	m	7 By 10 days after clean -up of area of release , State Asbestos Consultant posts the final air monitoring results on "Asbestos Release Notification "form and copies the Regional Safety Manager.	
Documentation	What	By Whom	To Whom
	Information Letter	Area Safety Manager	Building Occupants
	Asbestos Release Notification , Appendix G – Exhibit 5	Area Safety Manager	Building Occupants – retain copy for project file
Other Resources Available	none identified		

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Job Aid #ACP -005

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<i>Communication Protocol</i>	Notification for Asbestos Regulated Area
<i>When Used</i>	Prior to setting up an asbestos regulated area for the purposes of performing activities that impact or may impact asbestos. To be used to notify other workers in the area that an asbestos "regulated area" has been set-up.
<i>Performed By</i>	BST vendors performing work in BST Buildings
<i>Format for Regulated Areas Where Respirators and Protective Clothing are Required</i>	DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA
<i>Format for Regulated Areas Where Respirators or Protective Clothing is <u>Not Required</u></i>	DANGER CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY
<i>Other Resources Available</i>	Exhibit 10, Appendix G

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Asbestos Forms

Appendix G Asbestos Forms

- Exhibit 1- Notice - Asbestos**
- Exhibit 2 - Danger - Asbestos**
- Exhibit 3 - Asbestos Labels**
- Exhibit 4 - Asbestos Project Notification**
- Exhibit 5 - Asbestos Release Notification**
- Exhibit 6 - Pre-Project/ Work Activity Asbestos Report**
- Exhibit 7 - Damaged Asbestos Action Worksheet**
- Exhibit 8 - Asbestos Compliance Review Form**
- Exhibit 9 - Notice of Asbestos (OMP Building)**
- Exhibit 10 - Danger - Asbestos Regulated Area**

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NOTICE

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Asbestos Forms

Exhibit 1 - Notice - Asbestos
Sign

**THIS BUILDING CONTAINS OR MAY CONTAIN
ASBESTOS
CONTAINING MATERIALS (ACM)**

**DO NOT DISTURB ACM WITHOUT FOLLOWING
PROPER PROCEDURES**

**CONTACT THE BUILDING SERVICE CENTER TO
REQUEST
INFORMATION or TO REPORT DAMAGED
ASBESTOS**

780-2740 for North Carolina, South Carolina, Florida, Georgia
557-6194 for Louisiana, Mississippi, Tennessee, Alabama, Kentucky

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**THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS
CONTAINING MATERIALS (ACM)**

EXAMPLES INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:

- HVAC INSULATION
- PIPING
- DUCT/PLENUM
- TANKS
- BOILERS
- STANDBY ENGINE
EXHAUST
- FLEXIBLE DUCT

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BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE

**DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES
AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR 1926.1101**

**CONTACT THE BUILDING SERVICE CENTER TO REQUEST
INFORMATION or TO REPORT DAMAGED ASBESTOS**

**780-2740 for North Carolina, South Carolina, Florida, Georgia
557194 for Louisiana Mississippi, Tennessee Alabama Kentucky**

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DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

Sample # _____

Asbestos containing material

NON-ASBESTOS CONTAINING
MATERIAL

Sample # _____

Non-asbestos containing material

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Exhibit 4 – Asbestos Project Notification

NOTICE

Asbestos Project Notification to Building Occupants

Schedule:

Begin:

End:

Location of
Work:

Description of
Work:

Quantity of
Asbestos:

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

Contact for
questions:

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Exhibit 5 – Asbestos Release Notification

NOTICE

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Appendix G - Asbestos Forms

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Exhibit 6 - Pre Project Asbestos Work Permit

Asbestos Release Notification to Building Occupants

Details of Release:

Location of Release:

Description of Corrective Action:

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

Contact for questions:

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Exhibit 7 – Damaged Asbestos Action Worksheet

Damaged Asbestos Action Worksheet	
Facility:	
Asbestos Description:	
Reference Work Order #/ENO#:	
<i>Assign points according to the following asbestos criteria:</i>	
ACM Type	T =
Points	Material Type
1	Transite / Cementitious Material
2	Vinyl Asbestos Floor Tile
3	Caulk, Wallboard, Firestoppping
4	Thermal System Insulation
5	Acoustical Surfacing / Fireproofing
Asbestos Condition	C =
Points	Material Condition
1	Slight damage - non-friable, low potential for disturbance
2	Slight Damage - friable, low potential for disturbance
3	Moderate damage - friable, low to moderate potential or disturbance
4	Moderate damage - friable, moderate to high potential or disturbance (in air stream)
5	Extreme Damage - friable, high potential for disturbance (in air stream)
Asbestos Location	L =
Points	Material Location
1	Locked / unused area; outside facility
2	Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space)
3	Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, Basement
4	Moderate Occupancy Room (admin space 2-5 people)
5	High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum
Asbestos Quantity (<i>refers to quantity of damaged material only</i>) -	Q =
Points	Material Quantity
1	Minor amount (1-2 sq foot, 1 inches)
2	Small (2-4 sq ft., 0.5-2 linear feet)
3	Moderate (4-50 sq ft, 2-50 linear feet)
4	Large (50 - 270 sq ft., 50-160 linear feet)
5	Significant (>270 sq ft, > 160 linear feet)
Multiply T x C x L x Q = _____ (ACM Action Score)	

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Appendix A

Exhibit 8 – Asbestos Compliance Review Form

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Exhibit 8 – Asbestos Compliance Review Form

Exhibit 8 - Asbestos Compliance Review Form			
2.	<i>Asbestos Presence has been adequately communicated to occupants in building:</i> Signs - "Notice - Asbestos" at service entrances: - For buildings without OMPs - call BSC - for buildings with OMPs - call number on sign Signs - "Danger Asbestos Signs" in Mechanical Rooms Labels - labeling of ACM only when signs are not adequate Additional signage and labeling may be present but is not included as a part of this review	Appendix D Job Aid	
3.	Use of OMP - Operation Maintenance Plan. If maintained: - The plan must be implemented as indicated. If a plan is located in the facility, the information must be kept up to date. An OMP is required if a building meets one of the following criteria: - building contains asbestos sprayed-on or troweled-on surfacing Materials - frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or - a significant amount of ACM is in deteriorated condition (>20 LINEAR FEET, > 150 SF, > 3 CF) (aimed at encouraging repair/removal of asbestos rather than implementing administrative procedures) - OMP must be fashioned to building and be easily used: OMP Content Guidelines: (can include) - building location - building survey information - a current description of the location and amount of asbestos in Building - Methods of sampling - copy of bulk sample analysis - risk assessments - Description of preventative actions and response actions for friable ACM - information needed to rebut the presumption of asbestos content in building materials - updates in the inventory - list of persons responsible for OMP and its execution - vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities - periodic surveillance and re-inspection program and schedule - asbestos work practices to be used - procedures for responding to an asbestos fiber release - exposure assessments - training requirements for staff that may contact asbestos - documentation of abatement that has occurred - documentation of disposition of asbestos waste	Section 2.5	-

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2030 SBESTOS ABATEMENT (OSHA Class I & II Activities) Note: BST personnel performing this review shall not enter the containment area. Only observations outside the area can be made If a project is occurring that does not meet the following criteria, call the Building Service Center and initiate "Stop Work" procedures immediately.			
4	Have the building occupants been notified of this projects? per ACP-003 or equivalent	<i>Appendix D</i> Appendix A - Job Aid AWA-006	
5	If the abatement involves removal of TSI or sprayed on material, do the procedures comply with OSHA Class I requirements? - qualified contractor abating - competent person inspecting - notification signs posted - critical barriers/negative pressure enclosure in place - HVAC Isolation Drop Cloths/plastic in place - wet methods being used - respirators being used - decontamination area in place - mini-enclosures/glove bag requirements met for small areas 40 hour training for workers/annual refresher complete/up-to-date	<i>OSHA 1 6.1101</i>	
6	If the abatement involves removal of flooring, roofing or any other non TSI or non surfacing ACM, do the procedures comply with OSHA Class II requirements? - qualified contractor abating - competent person inspecting - notification signs posted - Critical barriers/negative pressure enclosure used for jobs > PEL or no NEA or not intact removal - HVAC isolation used for jobs > PEL or no NEA - Drop Cloths/plastic used for jobs > PEL or no NEA - wet methods used - respirators used for all jobs > PEL or no NEA - protective clothing used for all jobs > PEL or no NEA - decontamination area used for all jobs > PEL or no NEA - mini-enclosures/glove bag requirements for small areas 8-16 hours training or as determined by Competent Person/annual refresher complete and up-to-date	OSHA 1926.1101	
7	For lass an activities is regulated area designated clear according to the "Clearance Sampling" protocol?	.Appendix A- Job Aid AWA-008	
2030 ASBESTOS NEGATIVE PRESSURE GLOVE			
8	For Class Glove Bag / Box activities are the following procedures used: - does glovebag/box completely cover the circumference of pipe or other structure where the work is to be done. - was Glovebag/box smoke-tested for leaks and any leaks sealed prior to use. - glovebags shall be collapsed by removing air within them using a HEPA vacuum prior to disposal - are at least two persons performing glovebag / box removal operations. - is a HEPA vacuum cleaner or other device used to maintain pressure in bag/box	OSHA 1926.1101	

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2030 ASBESTOS CONTRACTING /DISTURBING ACTIVITIES (OSHA Class III & IV Activities)			
9	If the activity involves disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I II requirements? - competent person inspecting - post notification signs for other workers present - Critical barriers - jobs > PEL or no NEA - local HEPA exhaust for vacuuming used - drop Cloths used if drilling/cutting/chipping/abrading - wet methods used - respirators used for all jobs > PEL or no NEA or dry removal - protective clothing used for all jobs > PEL or no NEA - decontamination area used for jobs > PEL or no NEA 16 hours training or as determined by Competent Person/annual refresher is complete or up-to-date	OSHA 1926.1101	
10	If the activity involves contacting, but not disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I V requirements? - competent person inspecting used for jobs > PEL - post notification signs used for jobs > PEL - respirators used for all jobs > PEL - protective clothing used for all jobs > PEL or no NEA - decontamination area used for all jobs > PEL or no NEA 2 hour training/annual refresher complete and up-to-date	OSHA 1926.1101	
2050 ASBESTOS DISPOSAL FOR ABATEMENT ACTIVITIES			
11	<i>Note for questions 11-13: If the asbestos disposal is not a part of an abatement project, review the disposal under the "Hazardous Material/Waste Management Compliance Review"</i> Is ACM Containerized properly? - ACM being bagged in leak proof container - Are there Markings on the bags indicating that they contain ACM	OSHA 1926.1101	
2020 TRANSPORTING ASBESTOS WASTE FOR ABATEMENT ACTIVITIES			
12	<i>Is ACM being transported properly</i> - Is the vehicle marked to indicate ACM is being placed onboard? EPA – NESHAP - Are there markings to indicate the vehicle will be hauling ACM?		
13	<i>Is the Waste Shipment Record completed and handled correctly?</i> - Contractor - correct information - Transporter – correct information - Landfill approved by BST - Environmental Vendor Evaluation Team - Landfill operator signature	Appendix E EPA-NESHAP	
2090 ASBESTOS RELEASE RESPONSE			
14.	<i>Have Asbestos Release Response Procedures been properly implemented?</i> - BST notified - restriction of air flow to area implemented - area restricted to entry by unauthorized personnel - debris saturated using wet methods - building occupants informed	Appendix A - Job Aids AWA-009 and AWA-010	
15.	<i>Has Asbestos Release Response been properly documented?</i> Complete Spill/Release Clean-up Report and place in HM/W Management Files	Appendix A -,To Aids AWA-009 and AWA-010	

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NOTICE

THIS BUILDING CONTAINS ASBESTOS
CONTAINING MATERIALS (ACM)

DO NOT DISTURB ACM WITHOUT FOLLOWING
PROPER PROCEDURES

CONTACT _____ at _____ TO
VIEW THE OPERATIONS AND MAINTENANCE PLAN
or TO REPORT DAMAGED ASBESTOS

ppendix ~~46~~ ~~Asbestos~~ Forms F

Exhibit 9 - Notice of Asbestos (OMP Building)

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ppendix 463 Asbestos Forms F

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

Authorized Personnel Only

Exhibit 10 - Notice of Asbestos Regulated Area

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Chapter 3

Asbestos Management

1. General

1.1 Purpose

This chapter presents the methods and procedures to be implemented by affected BellSouth departments and their vendors to ensure that work conducted around Asbestos Containing Material (ACM) is performed safely and is properly managed.

These work practices are necessary to minimize the possibility of a release of asbestos fibers into the environment and to maintain safe working conditions in our buildings and during work activities.

Asbestos is highly regulated by Federal, State, and Local environmental and occupational safety and health agencies, due to the established link between breathing asbestos fibers and certain cancers and pulmonary diseases.

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Examples of Materials that may Contain Asbestos in BellSouth		
Building Materials • BST Buildings • Customer Premise Buildings	Surfacing Materials • sprayed-on (i.e. fireproofing, textural paint, acoustical ceiling) • Firestop troweled-on (i.e. plaster, stucco) Thermal System Insulation (TSI) • pipe insulation • pipe fitting insulation • boiler insulation • tank insulation • duct insulation • generator exhaust • Insulation • muffler insulation • flue insulation • HVAC Unit/Fan insulation	Miscellaneous Materials • Resilient Flooring (i.e. floor tile, linoleum) • Mastics (i.e. floor tile, baseboard, ceiling tile) • Transite/cementitious (i.e. siding, conduit, cooling tower fill) • Wallboard Systems (i.e. drywall/joint compound) • Building Insulation • Roofing (i.e. flashing, patching, field) • Ceiling Tile • Caulking (i.e. window, equip.) • Electrical Panel Partitions • HVAC Expansion Joints • Vibration dampers • Firestop • Electrical Boxes • Building Putty • Gaskets
Outside Plant Materials	Miscellaneous Materials • Transite conduit ("C") fiber cement	
Central Office Equipment Materials	Miscellaneous Materials • electrical power boards • gaskets found in stand-by generator exhaust stacks • insulating washers found in electrical equipment Thermal System Insulation (TSI) • thermal insulation around engine exhaust stacks, and electrical panels	
Fleet Vehicular Materials	Miscellaneous Materials • brake pads • clutch pads	

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BellSouth's Asbestos Management Program is focused on three primary areas of activity where BST is more impacted by asbestos. These include:

- Asbestos Management in Buildings
- Asbestos Management in Network Activities
- Asbestos Management in Fleet Maintenance

This chapter is organized according to these three areas, and provides job aids and tables to facilitate understanding.

Throughout this document, procedures and processes have been developed to reflect the following guiding principles:

- strict adherence to regulations,
- open communication of the presence of asbestos,
- provide training in asbestos as it relates to job responsibilities,
- avoid the use or installation of asbestos containing products
- avoid disturbance of asbestos as first choice,
- and follow proper procedures when distributing asbestos

1.4 Qualified Asbestos Manager

BST has chosen to designate certain individuals as a "Qualified Asbestos Manager (QAM)". BellSouth will also designate persons in HR/CS Environment/Safety organization as competent Asbestos Persons to serve as overall subject matter experts for asbestos. While the se persons will not have full responsibility for a asbestos management decisions, the role of these individuals would be to be available to perform the following functions as requested:

- assess the condition of the asbestos
- evaluate risk of asbestos to building occupants and/or workers
- serve as BST representative to provide oversight to ensure these procedures are followed

The Qualified Asbestos Managers and the Competent Asbestos Persons require training according to the guidelines in Appendix I.

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The following table represents the selected QAMs and their responsibilities:

Department	Job Titles	Primary Focus
Environmental/ Safety QAMs	Area Safety Managers	serve all departments as requested
	Area Environmental Managers	serve as BST representative to provide oversight to ensure these procedures are followed by conducting reviews at buildings and by conducting reviews during work activities
	Zone Managers	
	Technical Program Managers	
		provides regulatory interface, as appropriate
Network QAMs	Network Safety Headquarters Managers	serves Network as requested
	Network Safety Managers	serve as Network representative to ensure these procedures are followed
	Network Technical Support Managers	
Property and Services Management (P&SM) QAMs	Environmental Technical Program Manager	serves P&SM as requested
	Departmental Environmental Coordinator	serve as P&SM representative to ensure these procedures are followed

Overall Asbestos Program Management will be provided by the BellSouth Industrial Hygiene Manager in the Environmental/Safety organization

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2. Standards for Asbestos Management in BST Buildings

2.1 Scope

This section applies to all company buildings that are owned or leased by BellSouth. Asbestos Management in leased buildings is the responsibility of the building owner, although BST is generally responsible for asbestos abatement during renovation in those buildings.

NOTE: Throughout this section and its appendices, whenever the terms ACM , Asbestos Material or Asbestos Containing Material are used, it is meant to also include (where not specifically mentioned) all material that is presumed to contain asbestos or "Presumed Asbestos Containing Material (PACM).

2.2 Responsibility

2.2.1 Departmental Responsibility

Property and Services Management (P&SM) has the major responsibility for activities in this section, although other departments have responsibility as follows:

Department	Responsibility at Building
Property and Services Management	▪ identification of ACM ▪ provide information about asbestos in buildings through the Building Service Center (BSC) ▪ maintenance of ACMs ▪ repair of damaged ACM ▪ abatement of ACM ▪ review of building material for asbestos prior to construction, renovation, demolition or maintenance projects implementation of work practices as required by OSHA ensure work is performed in compliance with this method ▪ communication of asbestos status in buildings (see Appendix D

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Network / Co- Located Occupants Network/ Co-Located Occupants	▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure work is performed in compliance with this method and OSHA and EPA requirements ▪ include asbestos evaluation in pre-project planning
Environmental and Safety	▪ review of asbestos work practices in BST facilities for compliance with this method ▪ notify building occupants of a sbestos abatement projects and asbestos releases

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BellSouth has chosen to utilize a combination of outside consultants and BellSouth Managers to manage the asbestos program for buildings. This section utilizes the following job responsibilities and titles in all discussions. Figure 1 illustrates the relationship of these entities.

Title	Responsibilities
Asbestos Management Vendors	
Lead Architectural/Engineering Consultant (Lead AE)	- develops structure & format of asbestos surveys & database - manages the State Asbestos Consultants by providing oversight of all State Asbestos Consultants to ensure consistency of surveys & reports, and consistency among state programs manages Asbestos Work Permit System - approves abatement project scope if quantities exceed M&P guidelines (see 2.8.1) - identifies program efficiencies, & assists in overall program evolution - manages primary survey records
State Asbestos Consultant (may be Lead AE)	- assists Facility Manager (FM), Project Manager (PM) and Environmental/Technical Program Managers (ETPM) to determine if asbestos is present in scope of work - responsible for completion of all BSALLIP (BellSouth Asbestos and Lead Liability Insurance Program) related asbestos abatement project forms - develops plans and specifications for asbestos abatement projects, as necessary - performs asbestos surveys
BST Management	
Property & Services Management (P&SM) Departmental Environmental Coordinator (DEC)	- provides oversight of the P&SM asbestos management program - manages the Lead AE
P&SM Project Manager (PM) or Program manager (PM)	- ensures that asbestos presence is considered prior to initiating any renovation, construction, or demolition by conforming to P&SM's asbestos work permit system - seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) - manages abatement projects, as appropriate
P&SM Facility Manager (FM)	- ensures that presence of asbestos is considered prior to initiating Any building maintenance or repair by conforming to P&SM's Asbestos Work Permit System - seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) - manages small scale asbestos projects (may be delegated to Lead AE)
Building Service Center (BSC)	receive and route calls related to damaged asbestos, release of asbestos, and inquires into the location of asbestos in a particular building

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2.4 Identification of Asbestos

2.4.1 Types of Surveys to Identify Asbestos

The process for identifying asbestos consists basically of collecting a sample and having it analyzed for the presence of asbestos. Sampling for asbestos can occur as part of a facility wide survey or on a "need to know" basis. At BST, the scope of this type of identification is discussed in the following tables. Job Aids which describe the details of each identification process are contained in Appendix A.

Protocol	Description	When Used	See Job Aid
Baseline Survey	An initial survey performed in a building to determine the location of any asbestos	Required before purchasing or leasing a building	AWA-001
Updated Baseline Survey	A repeat survey performed in a building to further define the presence or absence of asbestos. It must follow the EPA- Asbestos Hazard Emergency Response Act (AHERA) Protocol.	As needed, determined by a business decision (section 2.7.1.3)	AWA-002
Pre-Project Survey	Survey performed prior to building work that may disturb asbestos	Prior to any activity in a building that May disturb building material	AWA-003
Presumed Asbestos Survey	A survey performed on building material that is presumed to contain asbestos, hence called "Presumed Asbestos Containing Material" (PACM). This presumption is made in the absence of a survey that conforms to the AHERA protocol, and applies to all Thermal Systems Insulation, Sprayed or Trowelled Surfacing, and Floor Tile, if the building was built or the material was installed prior to 1981.	When no baseline survey is available	AWA-004 Li
Damaged Asbestos Survey	A survey performed on damaged asbestos	After damaged asbestos is reported to the Building Service Center BSC	AWA-005

2.4.2 Asbestos Inventory

In lieu of maintaining detailed building inventories at each building, BST has chosen to utilize a combination of signs and labels to direct occupants and vendors to the Building Service Center (BSC) or the local asbestos operations and maintenance manager (at sites with Operations and Maintenance Plans - OMPs - see 2.5.2) for further information. The BSC will direct calls to the appropriate source of detailed information. Posting these signs and labels will be the responsibility of P&SM. Detailed asbestos inventories data will be available via the BSC.

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2.4.3 Asbestos Free Assurance

While asbestos has been banned for some uses, it is remotely possible that asbestos fibers are still in some building products being installed by BST. It is therefore required that future use of ACM's be avoided through controls included in contract documents and specifications. Contractors should be required to submit "Asbestos-Free" certification for certain building products that have been known to contain asbestos fibers in the past (see Section 1.2 for typical materials).

There is no regulation prohibiting the use of asbestos in roofing materials. Consequently, it is possible that ACMs continue to be placed in BellSouth buildings. In order to alleviate this possibility, it is required that no asbestos containing roofing materials be used on BellSouth buildings after January 1, 1998.

2.5 Maintenance of Asbestos

2.5.1 General

Since the material that contains asbestos was installed to serve a purpose (insulation, floor covering, fireproofing, etc.), a building should maintain that material in good condition so that it continues to serve its original purpose.

However, because of the presence of asbestos, any damage to these materials should be sealed, repaired, replaced, or removed with appropriate urgency in order to prevent the release of fibers.

The following table gives examples of building materials, and the conditions that normally require attention to prevent the release of asbestos:

Building Material	Condition
Floor Tile Asbestos Shingles	▪ broken, loose or crumbled
Pipe insulation Pipe Joints Sprayed-on Material Boiler Insulation Duct Insulation	▪ wet ▪ loose and hanging off • cracked and flaking

Additionally, there are several aspects of a room's usage that must be considered when asbestos maintenance is being considered. Examples are: what is the room used for; how much foot traffic can be expected; is the usage of the room about to change (low use to high use); and, is the area an air return plenum?

Section 2.6, "Damaged Asbestos" provides more detailed information concerning assessment and action for damaged asbestos.

2.5.2 Operations and Maintenance Plans

Some buildings may require an "Operations/Maintenance Plan" (OMP). These plans outline specific procedures to be followed at a particular facility and are designed to address specific situations in a building. If an OMP is implemented, it is required that the plan be used, followed, and kept current.

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An OMP is required if a building meets one of the following criteria:

- building contains asbestos sprayed-on or troweled-on surfacing materials
- frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or
- a significant amount of ACM is in deteriorated condition (>20 linear feet, > 150 square feet, > 3 cubic feet) (aimed a t e ncouraging r epair/removal of asbestos rather than implementing administrative procedures)

Note: Alternate decisions regarding the need for an OMP must be documented and approved by the P&SM Departmental Environmental Coordinator.

The content of the OMP may include or reference, as appropriate:

- building location
- building survey information
- a current description of the location and amount of asbestos in building
- Methods of sampling
- copy of bulk sample analysis risk assessments
- description of preventative actions and response actions for friable ACM
- information needed to rebut the presumption of asbestos content in building materials
- updates in the inventory
- list of persons responsible for OMP and its execution
- vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities
- periodic surveillance and reinspection program and schedule
- asbestos work practices to be used
- procedures for responding to an asbestos fiber release
- exposure assessments
- training requirements for staff that may contact asbestos
- documentation of abatement that has occurred
- documentation of disposition of asbestos waste

This plan should be designed for specific buildings and easily usable. It is to be kept at the building in the office of the person designated to implement and maintain it.

Generally, this plan will be developed by the Lead AE.

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2.5.3 Additional Operational Procedures

OSHA specifies additional requirements/restrictions for certain building maintenance operations. Accordingly, Appendix A contains a Job Aid on the following operational activity:

Job Aid #AWA-007 "Flooring Maintenance Activities"

2.6 Damaged Asbestos

2.6.1 Asbestos Damage Reporting to the BSC

BST has chosen to ensure asbestos is maintained in good condition by requiring building occupants and contractors to report any damaged asbestos containing material or damaged presumed asbestos containing material to the Building Service Center (BSC).

The Building Service Center numbers are:

NC, SC, GA, FL:	780-2740
MS, LA, AL, TN, KY:	557-6194

The BSC will contact the Facility Manager (FM) to assess the situation. The FM will contact an appropriate consultant/contractor to repair or abate the ACM, as necessary.

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GU-BTEN-00IBT IsChapter 3 Asbestos Management
sue C March 1998**2.6.2 Damaged Asbestos
Protocol**

The following protocol will be used by Property and Services Management to determine the appropriate action for the damaged asbestos that could potentially result in a fiber release. Generally, the Facility Manager will have this responsibility.

Step	Action
1	Facility Manager receives work order from BSC.
2	Facility Manager visits the site and contacts the Lead AE to access building records to determine if asbestos is present
3	Facility Manager determines if material requires evaluation by State Consultant. (State Consultant will not be required if material - via labeling or knowledge - is clearly not asbestos and/or if there is clearly no damage to the material. In this case, the FM will simply address the situation as non-ACM). If State Consultant is required, proceed with Step 4, otherwise close out BSC work order ticket.
4	FM notifies appropriate Regional Safety Manager to initiate Communication Protocol ACP-004
5	State Consultant performs site visit to collect information on the condition of the asbestos. (sampling and analysis may be necessary- Follow Job Aid AWA-005 - Damaged Asbestos Surveys)
6	State Consultant assigns points for asbestos condition, location, type and quantity Using the Asbestos Assessment and Decision Table.
7	State Consultant utilizes the "Action Response" section of the "Asbestos Assessment and Decision Table" found in 2.6.3 to determine action for damaged asbestos. If amount of asbestos is greater than guidelines in 2.8.1, State Asbestos Consultant confers with Lead AE to determine appropriate action.
8	State Consultant directs repair to damaged asbestos according to the "Asbestos Assessment and Decision Table" criteria.

NOTE: Damaged asbestos may also be identified during an Environmental/Safety compliance review. This same protocol will be used by E/S managers to identify action for damaged asbestos, and will be called into the BSC for assignment and completion.

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Table**

The following table should be used to assess and determine action required for damaged asbestos:

Damaged Asbestos Assessment And Decision Table		
Type (T) 0	Points	Material Type
		Non asbestos
	1	Transite / Cementitious Material
	2	Vinyl Asbestos Floor Tile
	3	Caulk, Wallboard, Firestopping
	4	Thermal System Insulation
	5	Material sprayed or trowelled on
Condition(C)	Points	Material Condition
	1	Slight damage - non-friable, low potential or disturbance
	2	Slight Damage - friable, low potential or disturbance
	3	Moderate damage - friable, low to moderate potential for disturbance
	4	Moderate damage - friable, moderate to high potential for disturbance (in air stream)
	5	Extreme Damage - friable, high potential for disturbance (in air stream) .
Location (L)	Points	Material Location
	1	Locked / unused area; outside facility
	2	Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space)
	3	Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, basement
	4	Moderate Occupancy Room admire space 2-5 people
	5	High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum
Quantity (Q)	Points	Material Quantity (refers to quantity of damaged material only)
	1	Minor amount 1-2 sq foot, 1-6 inches
	2	Small 2-4 sq ft,, 0.5-2 linear feet
	3	Moderate 4-50 sq ft, 2-50 linear feet
	4	Large 5 - 270 sq t, 5 -16 linear feet)
	5	Significant > 270 sq ft, > 160 linear feet
Damaged Asbestos Action Required (T x L x C x Q = Action Score)		
Range of Scores	Category A	ction
0 N/	a	NO ACTION
1-15	I	Monitor only
6-25	11	Repair/Abate within one year
26-100 11		Limit access to area; Communicate to Building Occupants - ACP-004 Repair/Abate within 6 months

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101-255 I	V	Limit access to area; Communicate to Building Occupants - ACP-004 Stabilize asbestos within 1 week Implement Corrective Action Within 3 months Implement "Operations and Maintenance Plan" until abatement Occurs
257-625	V	Secure area, Communicate to Building Occupants - ACP-004 Stabilize within 1 week Implement Corrective Action Within 1 month Implement "Operations and Maintenance Plan" until abatement occurs

Notes:

- "Friable" means a material that can be crumbled, pulverized or reduced to powder by hand pressure.
- "Abate" means repair, encapsulation, enclosure, or removal of ACM.

2.7 Asbestos Considerations During Construction, Renovation, Maintenance or Demolition Activities
2.7.1 BellSouth Responsibilities

Many activities which could disturb asbestos will be performed by outside contractors.

BellSouth has a responsibility to inform the contractor when work will be performed in or adjacent to areas where there are Asbestos Containing Materials (ACM) or Presumed ACMs (PACM).

Prior to initiating any construction project in a BellSouth building, the following procedures found in Appendix A, must occur to determine the presence or absence of asbestos:

Follow one of the protocols listed below when conducting asbestos surveys (see 2.7.1.3 to determine appropriate protocol):

- AWA-002 "Updated Baseline Surveys"
- AWA-003 "Pre-Project Surveys"
- AWA-004 "Presumed Asbestos Surveys"

Job Aid AWA-012 "Pre-Project Asbestos Considerations" provides the overall process to be followed when planning a project which might impact asbestos.

2.7.1.1 Applicability

This procedure applies to **ALL** projects in **BST** that involve renovation, construction, demolition, maintenance or repair, and installation of equipment that affects building material that contains or is "presumed to contain" asbestos.

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This affects the following departments and activities:

Department	Examples
Property and Services Management	▪ Modifications to HVAC Systems ▪ Floor Replacement ▪ Building Renovation ▪ Roofing Replacement
Network Capacity Management	▪ Power equipment installation / removal
Network Central Office	▪ Central office switching equipment installation and removal

2.7.1.2 When Required

This procedure is required during the initial planning and design phase of any project and prior to the initiation of any maintenance or repair activities.

In a n emergency (water main b reak, r estoring, s ervice during a n a tural dis aster), a determination will b e made b y t he Pr operty a nd S ervices Ma nagement - L ead AE in conjunction with the State Asbestos Consultant as to the appropriate action. The decision will be made utilizing all available survey data and by conferring with the Facility Manager and t he Area Envi ronmental Ma nager to make a de cision as to whether a batement is necessary.

2.7.1.3 Appropriate Action

Based on the frequency of projects and the potential amount of asbestos in a particular facility, Property and Services Management - Lead AE should decide whether to complete a limited "Pre-Project Survey" or an "Updated Baseline Survey" for the entire building. Alternately, the Lead AE could decide to fore-go sampling and analysis, presume the building material contains asbestos and conduct the modified "Presumed Asbestos Survey".

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The following table presents the advantages and disadvantages of each:

Survey	Advantages	Disadvantages
Pre-Project Survey Survey performed prior to Building work that may disturb Asbestos. (Appendix A - AWA-003)	▪ Focuses on project area ▪ Eliminates non ACM from Abatement ▪ Limits costs	▪ May not address entire building
Updated Baseline Survey A repeat survey performed in a Building to further define the Presence or absence of asbestos. It must follow the AH-ERA Protocol. (Appendix A - AWA-002)	▪ Additional detailed pre-work surveys are minimized	• Costs are increased to complete survey
Presumed Asbestos Survey An assumption that is made in the absence of a viable survey That all Thermal Insulation Material; Surfacing Material And Floor tile contain asbestos if the building was built prior to 1981, or the Floor Tile was Installed prior to 1981. Hence called "Presumed Asbestos Containing Material" (PACM). (Appendix A - AWA-004)	▪ Detailed sampling and analysis is not required ▪ Reduced costs for Survey ▪ May be the only alternative during an emergency	▪ Site visit to quantify and provide location of PACM is still required ▪ Increased costs for asbestos abatement ▪ Unable to determine if approach is the most economical

Note: "AHERA" Protocol refers to the "Asbestos Hazard Emergency Response Act" found in 40 CFR 763. The protocol describes the minimum requirements to sample, analyze, and perform risk assessment on asbestos in buildings.

Caution: It is permitted for anyone to assume a material contains asbestos. However, it is not permissible to assume a material does not contain asbestos, unless the material is generally known to be unrelated to having asbestos. (See Table in paragraph 2.7.1.4)

Caution: For buildings constructed after 1980, asbestos may be present. You are obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of your building.

2.7.1.4 When to Sample

The following table represents guidelines that should be used when determining when to sample materials located in a project area before work is performed at BST buildings.

If..	Then....	
An AHERA survey has already been performed	Rely on the survey to make a decision for the project. Collect and analyze additional samples only as new material is uncovered in the project. Examples: ▪ new material is discovered in wall ▪ new layers of material are discovered in flooring/roofing	
An AHERA survey has not been performed	Presume unsampled areas to contain asbestos, or Rebut presumption by collecting samples (see below for additional guidance)	
	If the material affected is ▪ wood I ▪ Concrete ▪ fiberglass (yellow, pink) ▪ plastic ▪ glass ▪ carpet ▪ synthetic material ▪ metal	Do not sample, assume no asbestos present.
	If the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is available for the material	Do not sample, assume no asbestos was present
	If the remaining material was installed before 1981 or if the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is not available	Sample this material to rebut the presumption of asbestos containing

Note: This table should be used for guidelines purposes only. Additional guidance can be obtained from a BST "Qualified Asbestos Manager" or the Lead AE.

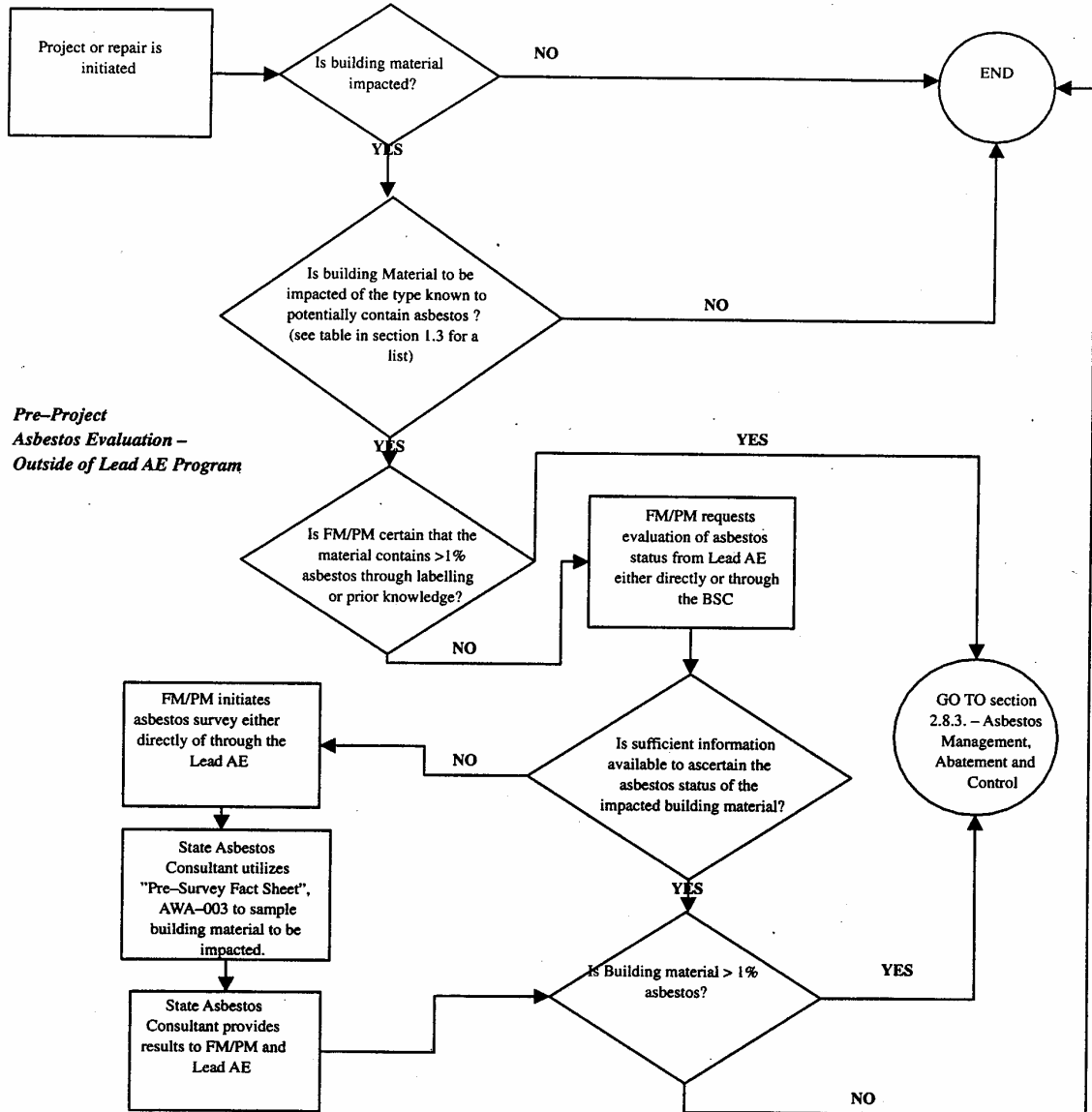
2.7.1.5 Work Permit

The "Work Permit" (shown in Exhibit 6 of Appendix G) will serve as a permit to proceed with construction, maintenance, repair, renovation, or installation activity after an evaluation of asbestos presence is made. This document must be fully executed according to Job Aid AWA-012 (Appendix A) and the following section.

This document will also serve as BST's permanent documentation that asbestos was properly considered prior to the beginning of projects.

2.7.1.6 Evaluation Procedure for Renovation, Demolition, Construction, Maintenance, and Repair

The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted outside of the Lead AE program:

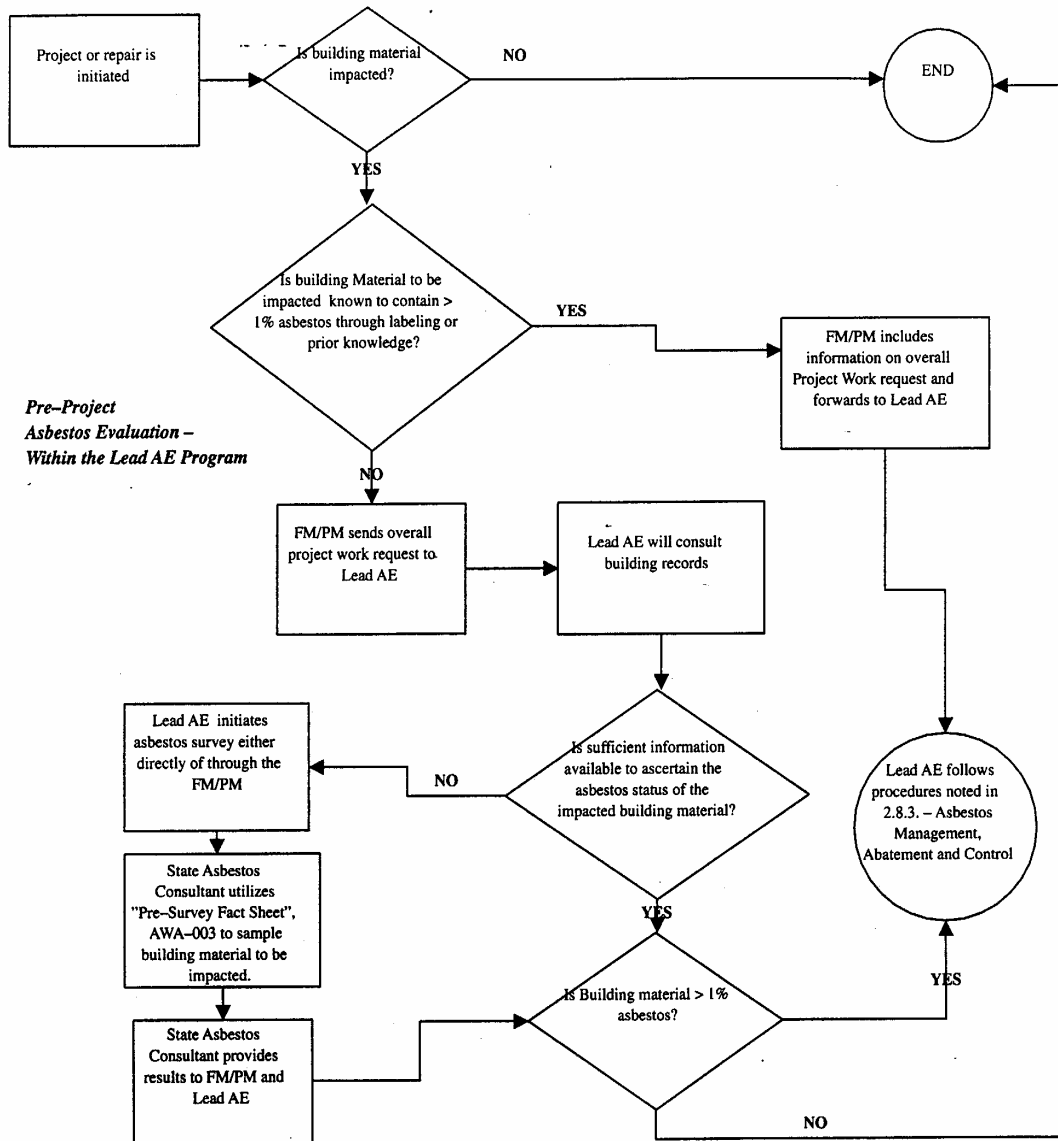


PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION.
MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES
EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted within the Lead AE program:



2.7.2 Vendor Responsibilities

2.7.2.1 Approach

It is the responsibility of the building owner to provide asbestos information to vendors that may perform work in BST buildings. However, because a vendor also has a responsibility to their employees, BST has expectations of vendors to take some initiative to ensure that all potential asbestos has been considered prior to any disturbance.

PRIVATE/PROPRIETARY

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Because of the importance of the issue of proper considerations for asbestos, this section is included to provide additional controls for vendor activities.

2.7.2.2 Contract Language

During Contract development and renewal contract managers should provide the following information to all BST vendors:

Description	Clause
General - all contracts to	<u>Renovation/Demolition/Maintenance</u> "Many BellSouth facilities contain ACMs (ACM). All contractors should contact the Building Service Center (BSC) for information concerning the location of asbestos to assess building material for ACMs (ACM), prior to performing any activity which may disturb ACM. Contractors are responsible for ensuring compliance with all federal, state, municipal and local requirements regarding asbestos. " <u>New Construction</u> Installation of new building materials that contain asbestos is strictly prohibited by BellSouth. Contractors must submit "Asbestos -Free Certification" for building products that have been known to contain asbestos.
Flooring Main- Tenance t	The following operations are prohibited or restricted: Sanding of asbestos-containing flooring material Stripping of finishes must be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.
Construction, Maintenance, Repair and	BST expects these employers to take specific measures to protect all workers should the work involve building materials: ▪ Contact BSC/Facility Manager/Project Manager/Building Owner to obtain information about asbestos involved in project ▪ Implement the following, as appropriate, should asbestos be present and/or disturbed during the work operations: ▪ appropriate training of workers ▪ engineering controls as found in OSHA Work Practices, ▪ appropriate work practices and procedures, ▪ respiratory protection, depending upon the nature and extent of the work and on the results of an initial exposure assessment. ▪ additional measures, depending on the exposure levels, which include the use of protective clothing, enclosed areas, special work practices, recordkeeping, worker training, supervision by appropriately trained competent persons, medical surveillance of exposed workers, respirators, and communication of information about hazards to your employees.

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2.7.2.3 Obtaining Asbestos Location Information

The following is required of all vendors that perform work that may disturb asbestos in BST buildings.

Small Projects Where Vendors are Dispatched Directly to Facility Any vendor that is performing work that has a potential to disturb ACM must determine if asbestos is present by:

- observing signs / labels of affected material prior to conducting work, and
- contacting the Facility Manager (FM) or the BSC for more information, or
- alternately, assume material to contain asbestos (PACM) (follow the table in 2.7.1.4 for additional guidance)

Large Projects Where Asbestos is considered in Pre-planning

- For these projects, ACM has been identified through contact with the Lead AE, the appropriate measures have been taken to remove the asbestos prior to the project, and the Work Permit has been executed.

2.7.2.4 Adherence to OSHA Work Practices

All employers are required to comply with 29 CFR 1926.1101 or 29CFR 1910.1001 to protect their workers from the hazards of asbestos.

2.7.2.5 Adherence to EPA, State, and Local Regulations

In addition to OSHA requirements, the following also applies:

- EPA Requirements waste disposal - 40 CFR 763
- abatement practices - 40 CFR 763

State and Local Requirements:

- permitting,
- licensing and certification
- training
- disposal

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Should any BST employee discover conditions in a building during an asbestos work activity that are not in compliance with regulations or company policy, "Stop Work" orders may be initiated by calling the BSC. The employee should also immediately contact his/her supervisor.

Step	Action
1 Ca	Il BSC.
2	BSC will assign Priority 1 to this request and notify the appropriate Facility Manager to address.
3	Facility Manager will evaluate/confer with State Asbestos Consultant /Lead AE
4	If appropriate, initiate cleanup procedures (Job Aid AWA-010, in Appendix A)
5	If appropriate, evaluate hazards in area by collecting air sampling (State Asbestos Consultant will provide recommendations)
6	Project can not proceed without approval from Facility Manager/Project Manager/Program Manager under the direction of the State Asbestos Consultant, Lead AE or a representative of the Environmental/ Safe organization.

2.8 Asbestos Abatement and Repair

Abatement refers to removing, encapsulating, repairing, or enclosing ACM. Most ACM in BellSouth buildings is maintained in good condition until abatement is necessitated by renovation, demolition, non-routine activities, or to address damaged ACM. **All abatement activities in buildings require engineering controls to guard against the migration of fibers to occupied areas in the building or into the environment outside the building. The department responsible for this is Property and Services Management who utilizes qualified contractors and consultants to perform this work.**

Appendix A , Job Aid # A WA-006 " Repairing and Abating Asbestos" summarizes the details of this process.

BellSouth, as directed by Risk Management - BellSouth Corporation, has chosen to use an Owner Control Insurance Program for asbestos removal projects. This program will be managed through the "BellSouth Asbestos and Lead Liability Insurance Program" (BSALLIP); the program will be referred to hereafter as BSALLIP. The State Asbestos Consultants will be responsible for filing the appropriate forms relating to any given asbestos abatement project, as stated in the " BellSouth Property and Services Management Insurance Procedures". (Not attached) If abatement of building asbestos is required for work directed by departments other than P&SM, that department should notify Property and Services Management to properly abate any asbestos encountered.

2.8.1 Asbestos Abatement Guidelines

Should asbestos abatement be necessary, a review of the project scope must be determined. If the abatement project scope is less than (<) the following quantities, then the Facility Manager or Project Manager may proceed with the abatement project.

- < 150 square feet
- < 20 linear feet
- < 3 cubic feet

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All quantities greater than the above must be approved by the Lead AE prior to abatement project initiation.

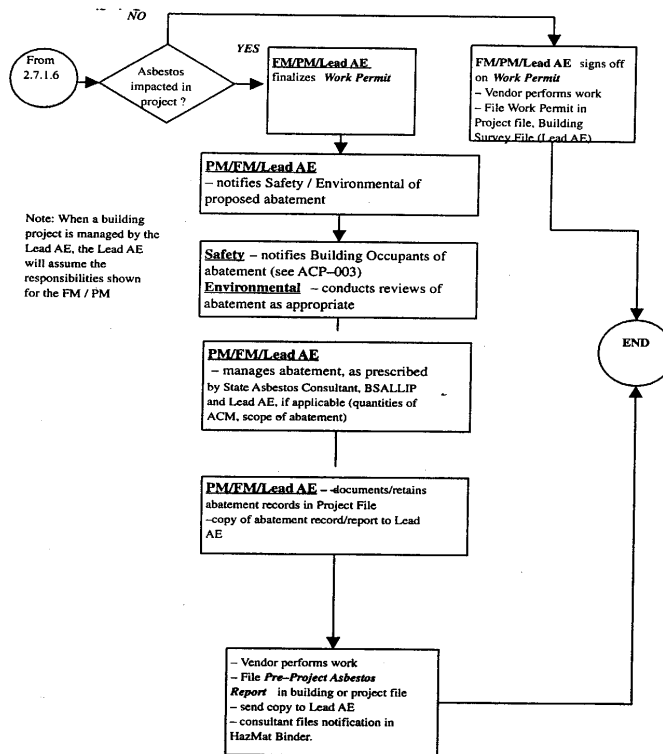
2.8.2 Building Inventory File Update

Following any-removal, encapsulation, enclosure or repair project the detailed Building Inventory Files shall be updated and maintained by the Lead AE to reflect the following:

- removal of asbestos
- replacement of asbestos with non-ACM
- encapsulation of asbestos
- repair of asbestos

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The following chart illustrates the BellSouth internal procedures to be followed to manage asbestos abatement projects:

**Asbestos Abatement
Management and
Control****2.8.3 Method of Procedure Requirements**

A "Method of Procedure" (MOP) is required for work in certain types of buildings to ensure continuity of service to BST customers. Prior to any asbestos abatement project, the MOP should be prepared and followed. Data Centers and Network Equipment facilities have their own MOP requirements and forms. These forms can be obtained from the respective departments.

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2.9 Asbestos Disposal

EPA requires that asbestos waste generated from projects be adequately wetted, placed in leak-tight containers, and disposed at an EPA - approved site. Appendix E contains specific information concerning the applicability and process required for proper disposition.

Caution: Only BST-EVET approved transportation and landfill vendors can be used for this process. Exceptions to this will require approval by the P&SM Departmental Environmental Coordinator.

2.10 Asbestos Release Response and Clean-up

BellSouth Policy requires releases of ACMs to be promptly reported to the Building Service Center, responded to and addressed. See Appendix A for Job Aids on Cleaning-up Asbestos and Responding to an Asbestos Release.

2.11 Asbestos Communication

Regulations contain specific requirements for notification of asbestos presence in "regulated areas" of buildings, as well as notification prior to activities involving asbestos. Appendix D contains specific protocols for communication and Appendix G provides examples of signs and labels. These protocols are cross referenced, when needed, in the work activity Job Aids. For the purposes of the communication protocol a "regulated area" is defined as:

- o the area where asbestos is being disturbed due to abatement, repair or maintenance activities
- o an area where no activity is occurring - but due to the nature of the ACM or PACM has a potential for exposure
- o an area where asbestos has been released

Specific responsibilities for asbestos communications are included in the Appendix D Job Aids.

If this condition exists	The following communication must occur.	Refer to the Following Protocol, in Appendix D	Refer to the Following Exhibit, In Appendix G
A building contains asbestos or presumed asbestos	Notify persons in facility of the asbestos presence	ACP-001 "Notification of Asbestos Presence"	Exhibit 1 "Notice- Asbestos"
A building contains asbestos or presumed asbestos and has an OMP, based on the criteria in Section 2.5.2 be	Notify persons in the facility who might contact asbestos	ACP-001 "Notification of Asbestos Presence"	Exhibit 9 – Notice – Asbestos in OMP Buildings
A "regulated area" has been identified that may have potential exposure (example mechanical rooms, basements, boiler rooms, standby generator rooms)	Notify persons in regulated areas of the asbestos presence	ACP-001 "Notification of Asbestos Presence"	Exhibit 2 "Danger -Asbestos"

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If this condition exists	The following communication must occur:	Refer to the Following Protocol, in Appendix D	Refer to the Following Exhibit, In Appendix G
Specific materials have been identified to contain asbestos or specific materials have been identified to not contain asbestos according to AHERA protocols	Label material (Certain exceptions apply)	ACP-001 "Notification of Asbestos Presence"	Exhibit 3 "Asbestos Labels"
A renovation, demolition, construction, repair, or maintenance project is planned that will disturb asbestos to	Notify vendors/workers who will Be performing the work of the asbestos presence	ACP-002 "Notification of Asbestos Prior to Projects"	Exhibit 6 - Work Permit
An asbestos project (disturbance of asbestos) will be occurring vi	Notify persons in adjacent areas that An asbestos project will be occurring a: ▪ letter format ▪ Posting sign	ACP-003 "Notification for Asbestos Projects"	Exhibit 4 - "Notice - Asbestos Project"
An asbestos release has occurred	Notify persons in Adjacent areas that an asbestos release has occurred via: • letter format • Posting sign	ACP-004 "Notification of Asbestos Release"	Exhibit 5 - "Notice - Asbestos Release"

2.12 Asbestos Documentation

Appendix F summarizes this information for BST Building Documentation. Documentation requirements are also cross- referenced into the work activity Job Aids.

2.13 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids.

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This section applies to all customer premises where BellSouth has been requested to provide service, and where a potential for exposure to Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM) exists. This section also outlines specific procedures for BellSouth personnel who perform work activities that may disturb asbestos. These activities include those in company owned buildings and plant facilities as well as those in customer owned buildings and facilities.

These procedures have been developed to provide the requirements and the tools for compliance with the relevant Occupational Safety and Health Administration (OSHA) airborne exposure levels and work practices.

3.2 Responsibility

The following responsibilities apply to this section:

Entity/Department	Responsibility
BST/Network	▪ ensure a review is completed of building material/plant facility affected by a project prior to the project commencement ▪ ensure work is performed in compliance with this method, OSHA requirements, and other referenced BST methods ▪ notifies customer of possible asbestos presence that may impede installation/repair of telephone service ▪ identify ACM in BST plant facilities ▪ train employees in asbestos procedures where applicable
BST Network Building Industry Consultant (BIC)	▪ performs customer negotiation when asbestos presence requires special procedures Note: In those cases where the owner/agent of a large building or complex is unwilling or unable to perform asbestos abatement, and cable/wire must be run through the subject area, the building owner/agent should be advised that conduit will be necessary. Normally the Building Industry Consultant (BIC) or person performing the BICs function should be involved in customer negotiation.
BST/Property and Services Management	▪ identify, maintain and abate ACM in BST facilities

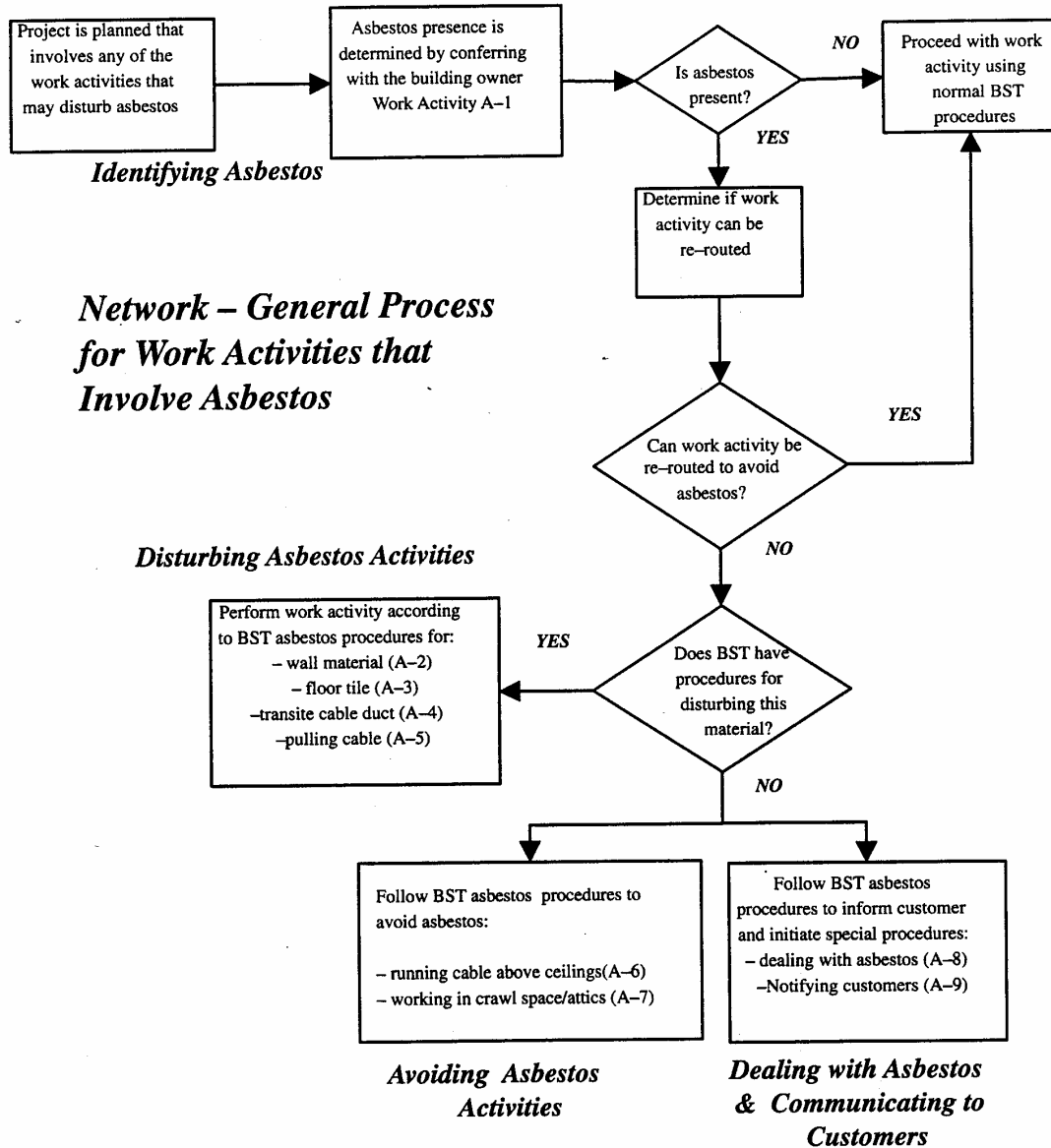
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Entity/Department	Responsibility
BST/Environmental and Safety	▪ serve as Asbestos Competent Person ▪ review of asbestos work practices for compliance with this method ▪ notify BST building occupants of asbestos abatement projects and asbestos releases
BST Qualified Asbestos Person (see section 1.4 for description)	As requested ▪ assess the condition of the asbestos ▪ evaluate risk of asbestos to building occupants and/or workers ▪ serve as BST representative to provide oversight to ensure these procedures are followed
Building Owner (BST or other)	▪ identify, maintain and abate ACM in owner facilities ▪ notify vendors/contractors in facility of presence of asbestos - provide alternate means of working around asbestos

3.3 General Process

The flowchart that follows summarizes the general process that should be followed by Network to properly address work activities that may involve asbestos. Specific work activities (A-1 through A-9) are discussed or referenced in paragraphs 3.5 through 3.12, and are also summarized on “Job Aids” in Appendix B.



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3.4 Applicable Network Work Activities

The chart below identifies certain work activities that may disturb asbestos. These are listed by number and description of the activity performed.

Type of Activity	Work Activity Number	Description of Activity
Identifying Asbestos	A-1	Identifying Asbestos in Network Work Activities
Disturbing Asbestos	A-2	Drilling holes through wall material (transite paneling, plaster, Dry wall, joint compound)
	A-3	Drilling holes through vinyl asbestos floor tile (VAT)
	A-4 (Reference Only - also see Job d WA-019)	Breaking transite conduit to repair cable. Refer to BSP 622-395-301SV "Main Conduit - Asbestos Conduit Repair" for proper procedures.
	A-5 (Reference only)	Removing underground cable from transite conduit. Refer to BSP 620-100-010 for proper procedure to apply "wetting down" method to the duct entrance in order to avoid occupational exposure to airborne particles associated with this type of removal. <i>NOTE:- The liquid wetting agent described in para. 2.06 is required in the presence of lead cable removals only. All other types of cable may be treated with an ordinary water application..</i>
Avoiding Asbestos	A-6	Running cable above suspended ceiling
	A-7	Working in attics, crawlspaces, and other areas where ACM is present
Dealing with Asbestos	A-8	Dealing with Asbestos if Unavoidable
Communication	A-9	Telling Customers about Asbestos

NOTE: No asbestos disturbing activities should be performed unless personnel are trained to do so.

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3.5 Work Activity A-1 Identifying Asbestos in Network Activities

Refer to the table in Section 1.2 for examples of ACM. The following table provides additional guidance to determine if asbestos is present. (Job Aid AWA-013 provides a quick reference).

If..	Then....	
The Building Owner is BST	Contact the Building Service Center for information about the location of asbestos	
The Building Owner is not BST and they have a current Asbestos Survey Inspection	Rely on the owners survey to make a decision for the project.	
The Building owner Does not have Asbestos survey information	Request information be determined	
The Building Owner Does not have Asbestos Survey information and cannot determine any additional information pl gl ca in in	Step 1 : If the material affected is (regardless of installation): - wood - concrete - fiberglass (yellow, pink) - astic - ass - rpet If not, go to next step,	Assume no asbestos is present.
	Step 2: If the remaining material was stalled before 1981 or if, you cannot Determine the age of the material Go to next step if installed after 1980	Assume material contains asbestos
	Step 3: If the remaining material was stalled after 1981, Note: With each year after 1981, finding asbestos in building products is increasingly unlikely, however some products may still contain asbestos.	Consider the following to be more likely to contain asbestos: - roofing - roofing mastics - hard transite paneling - cement singles

Caution: For buildings constructed after 1980, asbestos may be present. A building owner is obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of the building.

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3.6 Work Activity A – 2 Drilling holes through wall material.

3.6.1 Introduction

If a lternative means of in stallation of s ervice is a vailable without disturbing materials t hat may or may not c ontain a sbestos, t hese s hould b e considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled in walls for various reasons, including running cable/wiring through walls, and mounting equipment on walls. Various types of wall construction materials may contain asbestos. These include:

- cement shingles or siding
- any wall material determined to contain asbestos

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3.6.2 Procedure

Procedures for performing this work practice are:

Step	Action
1 pr	Attempt to speak to the building owner or representative to determine if asbestos is present in the material to be drilled or if the building was constructed prior to 1981. OS14A regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11. for additional procedures.
2 Pr	If the building is a BellSouth building, contact the Building Service Center (BSC), Or contact the Property Management Facility Manager to determine if asbestos is present
3	If the material is determined to contain asbestos, or if there are other reasons to expect asbestos, i.e., building constructed prior to 1981, then the work practice below must be followed: a. Lay an adequate length of splice covering below the area being drilled to contain debris being extracted by the drill bit. Cover Splice B - 20" x 24" Sheet PID 400-134-946 Cover Splice B - 48" x 100' Roll PID 401-917-406 Thoroughly wet the sponge provided in the "Sponge Kit." Place the sponge against the wall/area to be drilled. Drill through the sponge. Sponge Kit PID 443-981-055 Option 2 Using a spray bottle containing water, continuously spray water on the area being drilled to avoid allowing asbestos particles to become airborne. Sprayer/Bottle PID 626-960-256 b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any debris from the drill and drill bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure. c. Fold splice covering to collect any dust, and secure with electrical/duct tape d. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies and splice covering in trash collection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E). e. Wash hands thoroughly after work is complete.

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If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled or punched in floor tile for running cable/wiring through flooring. Vinyl floor tile and the mastic used to cement the tile to the floor may contain asbestos. There is no way to visually determine whether floor tile contains asbestos, but floor tile manufactured after 1980 can be assumed not to contain asbestos.

3.7. Procedure

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos is present in the floor material to be drilled or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the floor tile is known to be manufactured after 1980, then the material can be assumed not to contain asbestos and no special precautions are required.
3	If the material is determined to contain asbestos, or if the asbestos content of the material is unknown, then the work practices outlined below must be followed:
a.	Option 1 Thoroughly wet the sponge provided in the "Sponge Kit and place the sponge on the floor/area to be drilled. Drill through the sponge. Sponge Kit PID 443-981-055 Option 2 If the punch method is used to remove the asbestos floor tile, it may be necessary to wet the tile prior to punching, and then wet any remaining mastic (that may contain asbestos) prior to drilling. Using a spray bottle containing water, continuously spray water on the sponge and area being drilled. Sprayer/Bottle PID 626-960-256 b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any debris from the drill and drill bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure. c. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies in trash collection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E). d. Wash hands thoroughly after work is complete.

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3.8 Work Activity A-6
ceiling

Running cable/wiring above a suspended
(or otherwise accessing a suspended

ceiling).

3.8.1 Introduction

If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Technicians in Network Operations sometimes run telephone cable/wiring above suspended, or "drop," ceilings during installation activities, or may need to access suspended ceilings to make repairs. Access above the ceiling is typically obtained by lifting a ceiling tile and climbing above the suspended ceiling using a step ladder. The primary concern is that asbestos surfacing material may be present above the suspended ceiling.

3.8.2 Suspect Material

Asbestos **fireproofing** has been used in some buildings to protect the building's structural steel in the event of a fire. The fireproofing may have been sprayed-on or troweled-on. It may have been applied to the beams of the building, or it, may be found on both the beams and the decking of the building.

Asbestos **acoustical** material is a finished textured surface that contains asbestos. A suspended ceiling may have been installed during remodeling of the building. Asbestos surfacing material may have deteriorated over the years and asbestos dust and/or debris may have settled on top of the ceiling tiles. Any attempt to lift the ceiling tiles may disturb the dust. If surfacing material is present above the suspended ceiling, there is no way to rule out the possibility of this occurrence. Even if dust or debris has not fallen onto the ceiling tiles, running cables in the area could disturb the asbestos.

In addition to the fireproofing and acoustical material, **ceiling tile** should also be considered a suspect material. Although not widespread, certain manufacturers did utilize asbestos in their ceiling tile products.

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Procedure**

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present above the suspended ceiling or in the suspended ceiling itself, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	If asbestos-containing material is present, then BellSouth personnel must not access the suspended ceiling. Alternative courses of action at the customer's expense include: ▪ Routing the cable/wiring through another area ▪ Customer places a conduit for pulling cable/wire or placement of cable/wire above the ceiling ▪ The customer hires a contractor who is qualified and equipped to place cable/wire in an asbestos-contaminated environment. ▪ If the asbestos is in the ceiling tile alone, ask the customer to lift the ceiling tile
4	If asbestos-containing surfacing material or ceiling tile is determined not to be present, but pipes insulated with ACM are present, then the following procedure should be followed: a. Request that the building owner or representative remove a ceiling tile in an area which is not beneath the pipes. b. Carefully approach the area to ensure that no insulated pipes or other suspect material is located in the immediate area. c. Look above the ceiling tile to determine if the cable/wire can be run in an area which is not adjacent to asbestos-containing pipes. If so, proceed with work. If not, seek an alternative approach as outlined in Step 3 above.
5	If work cannot be performed by avoiding asbestos, go to Work Activity A-8 "Dealing with Asbestos if Unavoidable"

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3.9 Work Activity A-7 Working in attics, crawlspaces, and other areas where ACM is present.

3.9.1 Introduction

In certain situations, technicians may enter attics, crawlspaces, or other areas where certain types of asbestos are likely to be found. Asbestos fireproofing and thermal insulation on pipes and boilers are typically very friable (easily crumbled to dust with hand pressure). Disturbance of these materials could create a significant amount of airborne asbestos dust.

3.9.2 Procedure

Procedures for performing this work activity are:

Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing materials are present in the crawl space, attic or other areas, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures.
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	Avoid entering confined areas where asbestos surfacing material or boiler and pipe insulation is present and where it is likely that working in the area will result in disturbance of any of the asbestos-containing material.
4	Avoid entering any area where asbestos-containing material has been damaged. Signs of asbestos damage include: ▪ Surfacing material that has become delaminated and is pulling away from the ceiling. ▪ Boiler and pipe insulation that has torn pipe wrapping. ▪ Any surfacing material or insulation that has been physically damaged. ▪ Any insulating material is present on the floor or other surfaces where it may have fallen.
5	Do not attach fasteners, drill through, or attach wire/cable to areas where asbestos surfacing material has been applied, or to insulated pipes.
6	If work cannot be performed by avoiding asbestos, go to Work Activity A-8 "Dealing with Asbestos if Unavoidable"

3.10 Work Activity A-8 Dealing with Asbestos if Unavoidable

3.10.1 Introduction

Often work activity cannot be avoided in areas that contain asbestos. These procedures will provide the steps to be taken when asbestos is present and cannot be avoided.

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Procedures for performing this work activity are included in the following step/action table, and illustrated in the flowchart on the next page.

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3.10.2 Procedure

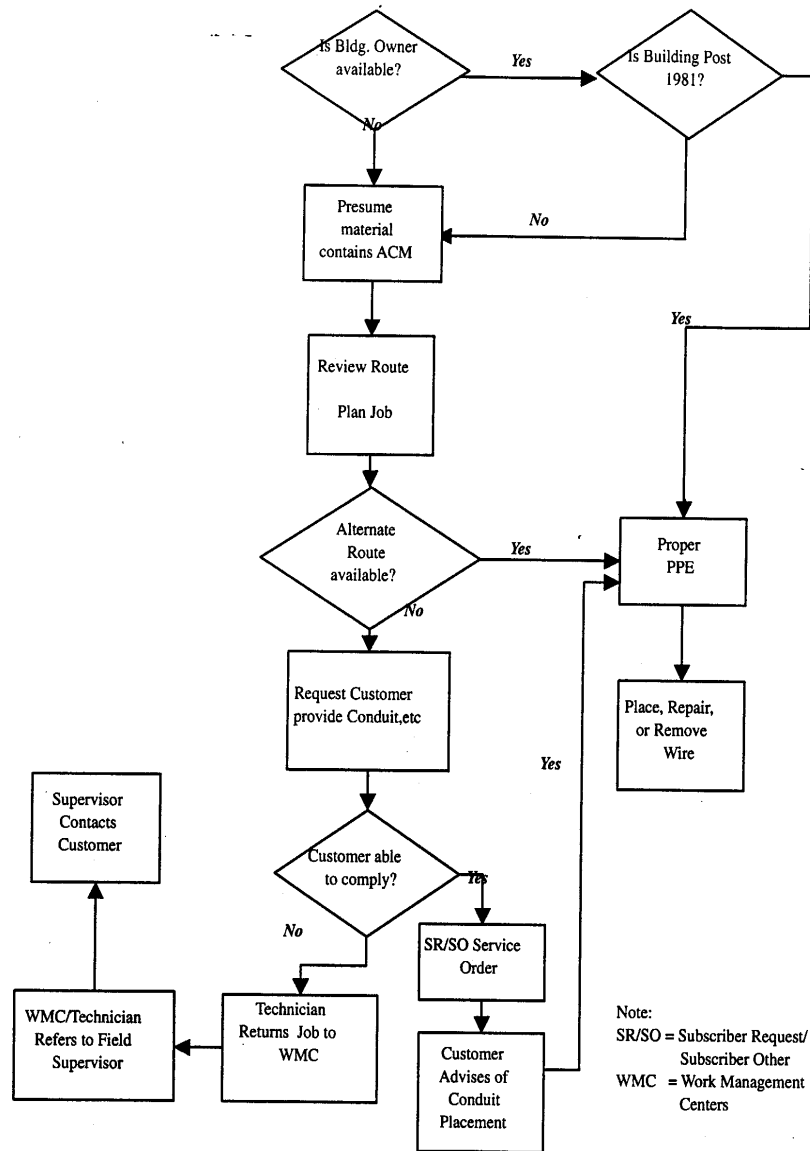
Step	Action
1	Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present in the work area. OSHA regulations require building owners or their representative to inform vendors if they are aware of the existence of asbestos in the vendor's work area. (This requirement does not apply to single unit residential buildings.)
2	If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required.
3	Comply with activities to avoid asbestos through alternate routes
4	If alternate route is available, utilize proper work activity PPE and place, repair or remove wire. If alternate route is not available, go to the step 5.
5	Request that the customer provide conduit or alternate means of avoiding asbestos.
6	If customer will provide conduit, a SR/SO (Subscriber Request/Subscriber Other) Service order is completed. If not, go step 9
7	Customer will then advise of completion
8	BST can then proceed with work.
9	If customer will not provide conduit as requested, the technician should return job to WMC (Work Management Center), refer issue to the supervisor..
10	The supervisor will contact the customer for further discussion.

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3.11 Flowchart for Work Activity – Dealing with Asbestos
Dealing With Asbestos If Unavoidable



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**3.12 Work Activity A-9 Asbestos
Communication**

On occasion, it may be necessary to explain to a customer why work cannot be performed as planned due to the presence of asbestos. The "To our valued customers" notice (Form RF6879) will be used to communicate the following information.

- why the work cannot be performed
- who to call for more information

The technician should check item #13 the first page and write "there may be asbestos containing material". Then check item #6 on the second page and provide the supervisor's telephone number in the blank provided.

**3.13 Asbestos
Notification**

BellSouth is required to notify employers of workers who may access cable contained in asbestos conduit in BellSouth plant, that asbestos is presumed to be present in all cementitious conduit material.

**3.14 Asbestos
Training**

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids

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4. Standards for Asbestos Management in Fleet Maintenance

4.1 Scope

This section applies to all company fleet maintenance functions that are performed by either BST personnel or contracted services in BST facilities.

4.2 Operational Procedures

OSHA specifies additional requirements/restrictions for Brake and Clutch Repair activities.

Accordingly, Appendix C contains a Job Aid on the following operational activity:

Job Aid #AWA-020

“Brake and Clutch Repair Activities”

4.3 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids.

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ATTACHMENT 6

Rights-of-Way (ROW), Conduits, Pole Attachments

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EXHIBITS

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ATTACHMENT 6

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

This Attachment VI, together with the terms and conditions contained in Part A, Attachment 1 and Attachment 8, sets forth the terms and conditions under which BellSouth shall afford to MCIm access to BellSouth's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 1.1 through 1.32, below.

- 1.1 A anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 1.2 A anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 A application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for BellSouth owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.
- 1.4 Intentional left blank.
- 1.5 A assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority, or is assigned pursuant to Section 4.8 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.6 A available. The term "available", when used with respect to conduit or duct space or

- pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.7 Intentionally left blank.
- 1.8 C conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.
- 1.9 C conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights-of-way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.
- 1.10 C cost. The term "cost" as used herein refers to charges made by BellSouth to MCIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work, or (c) if the work is done by approved contractors hired by MCIm, the actual charges made by such contractors to MCIm.
- 1.11 Duct _____. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 1.12 F facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 Intentionally left blank.
- 1.14 Intentionally left blank.
- 1.15 I inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.16 J Joint User. The term "joint user" refers to a utility which has entered in to an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.17 L lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.18 L license. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.
- 1.19 L licensee. The term "licensee" refers to MCIm, where MCIm has entered into an agreement or arrangement with BellSouth permitting MCIm to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors. Licensee and MCIm may be used interchangeably throughout this Attachment.
- 1.20 M Make-Ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related

facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

- 1.21 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.
- 1.22 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 1.23 Person acting on MCIm's behalf. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.
- 1.24 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.25 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Intentionally left blank.
- 1.27 Relicense survey. The term "relicense survey" refers to all work and activities

- performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.
- 1.28 R Right-of-Way (ROW). The term "right-of-way" refers to the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use BellSouth-owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.
- 1.29 Sh Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 S Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIm, or a third party for maintenance, repair, or emergency restoration.
- 1.31 St State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.
- 1.32 T Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. REQUIREMENTS / SCOPE OF AGREEMENT

- 2.1 Scope of Attachment. BellSouth shall provide MCIm with the equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to MCIm because of the potential or forecasted needs of itself, its Affiliates or other parties.
- 2.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIm authorizing MCIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles or to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in

accordance with such licenses and procedures established in this Attachment.

2.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles or occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

2.2.3 MCIm may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to MCIm under this Attachment, except that MCIm may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to MCIm cables. Notwithstanding the above, upon notice to BellSouth, MCIm may permit Third Parties who have an agreement with BellSouth to overlash to existing MCIm attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and MCIm may lease dark fiber to a Third Party

2.3 L licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to MCIm within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying MCIm's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Act and FCC rules and regulations to afford MCIm access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other BellSouth owned or controlled rights-of-way.

2.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, then, upon MCIm's request, BellSouth will use its best efforts to

obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in this Section 2 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with Section 2.4.2 herein, or, in the case where MCIm elects not to invoke its rights under Sections 2.4.1 or 2.4.2 herein, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to MCIm.

2.4.4 Where BellSouth has an ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give MCIm reasonable advance written notice of such intent to convey and further provided that BellSouth shall only convey the property subject to any licenses granted hereunder.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of-way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities

- permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIm's pole attachment, conduit occupancy or right-of-way use or rights provided by licenses issued pursuant to this Attachment.
- 2.7 No Effect on MCIm's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCIm deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting MCIm to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCIm's obligations under this Attachment.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or under the Act or other applicable laws, rules or regulations.
- 2.8.1 MCIm acknowledges that the facilities of persons or entities other than BellSouth and MCIm may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCIm facilities without MCIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIm facilities, BellSouth shall use its best efforts to rectify the situation immediately.
- 2.8.3 With respect to facilities occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will give to MCIm at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth facilities, the facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement)

ownership from BellSouth to new party, subject to then-existing licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIIm or the subject of an application for attachment by MCIIm, BellSouth will notify MCIIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIIm.

2.8.3.1 Whenever BellSouth intends to modify or alter any poles, ducts, conduits or rights-of-way which contain MCIIm's facilities, BellSouth shall provide at least sixty (60) days' advance written notification to MCIIm of such action so that MCIIm may have a reasonable opportunity to add to or modify MCIIm's facilities. If MCIIm adds to or modifies MCIIm's facilities according to this Section, MCIIm shall bear a proportionate share of the costs incurred by BellSouth in making such facilities accessible.

2.8.4 R Retired Cable. At MCI's expense, BellSouth shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow MCIIm the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Attachment by Reference. MCIIm agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code ("NEC"); and

3.1.3 The National Electrical Safety Code ("NESC").

3.2 Changes in Published Standards. MCIIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3 of this Attachment if required by law to do so or upon the mutual agreement of the Parties.

3.3 Additional Electrical Design Specifications. MCIIm agrees that, in addition to specifications and requirements referred to in Section 3 above, MCIIm's facilities placed in BellSouth's conduit system shall meet all of the following electrical design

specifications:

- 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC rules and regulations.
- 3.3.2 MCIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIm's circuits.
- 3.3.3 MCIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- 3.3.4 No coaxial cable of MCIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIm meets the voltage limitations of Article 820 of the National Electrical Code.
- 3.3.5 MCIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 3.3.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.
- 3.4 Additional Physical Design Specifications. MCIm's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
 - 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
 - 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
 - 3.4.3 New construction splices in MCIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of MCIm's conduit to BellSouth's conduit system:
 - 3.5.1 MCIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install MCIm facilities will be performed by MCIm or its contractor at MCIm's expense. In no event shall MCIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

- 3.5.2 BellSouth may monitor, at MCIm's expense, the entrance and exit of MCIm's facilities into BellSouth's manholes and the placement of MCIm's facilities in BellSouth's manholes.
- 3.5.3 If MCIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant MCIm access to BellSouth's conduit systems may be performed by BellSouth at MCIm's expense at charges which represent BellSouth's actual costs. Alternatively, at MCIm's option, such work may be performed by MCIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that MCIm, its contractors, and other persons acting on MCIm's behalf will perform work for MCIm (e.g., splicing MCIm's facilities) within BellSouth's conduit system. MCIm represents and warrants that neither MCIm nor any person acting on MCIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
 - 3.6.1 MCIm's facilities within BellSouth's conduit systems shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in Section 5 herein. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIm's facilities.
 - 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIm may perform such work itself or may contract with BellSouth for performance of such work or, at MCIm's option, with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules and regulations.
 - 3.6.3 Personnel performing work on BellSouth's or MCIm's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
 - 3.6.4 Personnel performing work on BellSouth's or MCIm's behalf within BellSouth's conduit system, including any manhole, shall, upon completing their work, make

- reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of MCIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. MCIm's facilities shall be plainly identified with MCIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.6.1 Identification of Pole Attachments. MCIm's facilities attached to BellSouth poles shall be plainly identified with MCIm's name firmly affixed at each pole by a permanent tag that meets industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow MCIm's work operations to proceed shall be performed by MCIm or its contractor in compliance with the requirements of Exhibit B to this Attachment, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit B will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit B may invoke the dispute resolution procedures of Part A of this Agreement if the Parties are not able to agree on such changes. BellSouth may not use its own practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and State law.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by MCIm or personnel performing work on MCIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.
- 3.6.10 When MCIm or personnel performing work on MCIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIm and all personnel performing work on MCIm's behalf shall follow procedures which MCIm deems appropriate for the protection of persons and property. MCIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIm will provide all traffic control and warning devices required to protect pedestrians and vehicular traffic, workers and property from danger. MCIm has sole responsibility for the safety of all personnel performing work on MCIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend MCIm's activities on, in or in the immediate vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIm or any personnel performing work on MCIm's behalf, which suspension shall cease when the condition has been rectified.

- 3.6.11 Except for protective screens, not temporary cover shall be placed by MCIm or personnel performing work on MCIm's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within ten feet (10') of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by MCIm. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither MCIm nor personnel performing work on MCIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system, including any manhole, during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.15 MCIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on MCIm's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 MCIm shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 MCIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIm or personnel performing work on MCIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and

regulations promulgated thereunder;

- 3.8.2 All persons acting on MCIIm's behalf, including, but not limited to, MCIIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 MCIIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and
- 3.8.4 MCIIm, and any person acting on MCIIm's behalf, may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. MCIIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (Transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIIm has applied for or holds a license, BellSouth will promptly notify MCIIm of such fact. In addition, upon request by MCIIm, BellSouth shall provide MCIIm with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which MCIIm has applied for or holds a license. Notwithstanding any of BellSouth's notification requirements in this Attachment, MCIIm acknowledges that some of BellSouth's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, MCIIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIIm or personnel performing work on MCIIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
 - 3.9.1 MCIIm's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, State, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).
 - 3.9.2 All persons acting on MCIIm's behalf, including, but not limited to, MCIIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, State, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

- 3.9.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 3.9.
- 3.9.4 MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit B, neither MCIm nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste materials shall be deposited on BellSouth premises for storage or disposal. BellSouth may not use its practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as a non-cumulative LEC under applicable federal and state law.
- 3.10 Compliance with Other Governmental Requirements. MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 3. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including, but not limited to, splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (a) follow-up inspection to confirm remedial action after an observed MCIm violation of the requirements of this Attachment; and (b) inspection of MCIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIm. Either Party may audit the other Party's compliance with the terms of this Section 3.12. Observed safety hazards or imminent facility

failure conditions of any party shall be reported to the affected party where such party can be readily identified.

- 3.13 Efficient Use of Conduit. BellSouth shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts shall be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by BellSouth, pursuant to sound engineering principles. At MCIm's request, BellSouth shall allow MCIm to install the inner-duct.

- 3.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by the Party's employees, agents or contractors.

4. **ADDITIONAL LEGAL REQUIREMENTS**

- 4.1 Licenses granted under this Attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

- 4.1.1 MCIm agrees that neither MCIm nor any persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCIm's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCIm's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.

- 4.2 Required Permits, Certificates and Licenses. MCIm shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

- 4.2.1 MCIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay BellSouth's prelicense survey work.

- 4.3 Lawful Purposes. All facilities placed by MCIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, State, and local laws and with all federal, State, and local regulatory rules, regulations, and

requirements.

5. FACILITIES AND LICENSES

5.1 L licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days (a) after the determination has been made that make-ready work is not required, but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm or (b) completion of make-ready work, if make-ready work is needed.

5.2 Provision of Records and Information to MCIm. In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this Section 5.2 shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by MCIm, are on an individual case basis. The components which make up the total costs are actual:

- 1) Vendor costs based on the time spent researching reviewing and copying records (FL, GA, NC, SC only)
- 2) BellSouth employee costs based on the time spent reviewing vendor provided records (FL, GA, NC, SC only)
- 3) BellSouth employee costs based on the time spent researching, reviewing and copying records (AL, KY, LA, MS, TN only)
- 4) Copying costs
- 5) Shipping costs.

5.3 MCIm acknowledges that records and information provided by BellSouth pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth will not be liable to MCIm or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of BellSouth or its agents or employees.

5.4 For any information that is readily available, BellSouth shall use its best efforts to produce said information within five (5) business days {BellSouth language}-for

- requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such field survey. MCIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to BellSouth, with a BellSouth representative present and at MCIm's expense.
- 5.5 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required but in no event later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm.
- 5.6 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days after (a) the determination that make-ready work is not required but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm or (b) after completion of make-ready work, if Make-Ready work is needed, BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the license. If make-ready work is to be performed by BellSouth, such assignment shall remain in effect until make-ready costs are presented to MCIm and approval by MCIm pursuant to the time frames herein stated.
- 5.6.1 If MCIm approves BellSouth's make ready costs, MCIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make-ready work by BellSouth, whichever time is later, to install its facilities. If MCIm rejects BellSouth's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if MCIm elects from the time of application to perform the make-ready work itself or through a contractor, MCIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIm does not install its facilities within the time frames set out in this Section 5.5.2, the assignment shall be void and such space shall become available.
- 6. MAKE-READY WORK**
- 6.1 If performed by BellSouth, make-ready work to accommodate MCIm's facilities shall be included in the normal workload schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, MCIm shall pay such

additional charges, if any.

- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth. BellSouth will schedule and start the make-ready work within twenty (20) days of receipt of payment from MCIm or provide MCIm the necessary justification for the delay.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.
- 6.4 Completion of make-ready work. BellSouth will issue a license to MCIm at the time all make-ready work necessary to MCIm's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating MCIm desired route or engineered drawings are to be included). MCIm has the option of requesting copies of BellSouth records only, requesting a records and/or field survey to determine availability, or requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for the attachment, make ready work must be complete or a records or field survey has determined that make ready work is not required. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule as set forth below in Section 7.1.2. BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 7.1.1 Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires

- to place in each conduit or duct the number and type of cables, apparatus enclosures and other facilities which MCIIm desires to attach to each pole.
- 7.1.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 7 herein, and an indication of whether MCIIm will, at its option, perform its own make-ready work.
- 7.2 Multiple Cables, Multiple Services, Lashing or Replacing Additional Cables, and Replacement of Facilities. MCIIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIIm in the same cable sheath. MCIIm's lashing additional cable to existing facilities of MCIIm and placing additional cables in conduits or ducts already occupied by MCIIm's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if MCIIm desires to lash additional cable to existing facilities or replace additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.
- 7.3 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

		Notices		Billing Address
<i>To Licensee as follows:</i>				
Contact				
Title	A	ssociate Council	C	ontracts Administration
Company	MC	Im	MC	Im
Address				
Address		2400 North Glenville Drive		2270 Lakeside Blvd.
City, State, and Zip Code		Richardson Texas 75082		Richardson, Texas 75082
Telephone	972	729-6751	927	656-1397
Facsimile		972-729-6927 ATTN: LPP Network & Facilities	927	656-5888
<i>with a copy to:</i>				
		Senior Manager Route Contracts Management (Fax No. 927-656-5888)		
		2270 Lakeside Blvd., Richardson, Texas 75082		
<i>and to Licensor as follows:</i>				
Contact		Arthur B. Williams		
Title		Manager		
Company		BellSouth Telecommunications, Inc.		
Address		North W3D2		
Address		3535 Colonnade Parkway		
City, State, and Zip Code		Birmingham, AL 35243		
Telephone		(205) 977-5068		
Facsimile		(205) 977-7997		

8. Processing Of Applications (Including Prelicense Surveys And Field Inspections)

8.1 M CIIm's Priorities. When M CIIm has multiple applications on file with BellSouth, MCIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2 P re-license Survey. After MCIm has submitted its written application for a license, a pre-license survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate M CIIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at M CIIm's expense.

If pre-license survey is to be conducted by BellSouth, BellSouth will provide MCIm with a cost, based on its review of MCIm's application request, to perform the pre-license survey. All charges for pre-license work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. Upon receipt of Licensee's payment of pre-license survey costs, BellSouth will schedule the survey for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth.

8.2.1 The purpose of the prelicense survey is to determine whether space is available for MCIm's proposed attachments or whether M CIIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system, and to provide information to M CIIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth, M CIIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that M CIIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. M CIIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a license to MCIm pursuant to this Section 9. BellSouth and MCIm acknowledge that each application for a license shall be evaluated on an individual basis. No thing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or State laws or regulations governing access to BellSouth's poles, conduits and ducts. Each license issued hereunder shall be for an indefinite term, subject to MCIm's compliance with the provisions applicable to such license and further subject to MCIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required. Moved to 5.5.1.

9.2 Multiple Applications. MCIm acknowledges that multiple parties, including BellSouth, may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. MCIm's submission of written authorization for make-ready work shall also constitute MCIm's agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIm's facilities in or to BellSouth's structures.

9.5 All charges for make-ready work performed by BellSouth are payable in advance, with

the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first come first served basis at parity with BellSouth. BellSouth will schedule and start make-ready work within twenty (20) days of receipt of payment from MCIm or provide MCIm the necessary justification for the delay.

9.6 L icense. When MCIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIm, as appropriate, authorizing MCIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1 Each license issued under this Attachment shall authorize MCIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself. In the event of a conflict between the provisions of such license and this Attachment, the provisions of this Attachment shall control.

10. CONSTRUCTION OF MCIm's FACILITIES

10.1 C onstruction Schedule. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when MCIm or persons acting on MCIm's behalf will be performing construction work in connection with the placement of MCIm's facilities in BellSouth's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIm places facilities in BellSouth's conduit

system:

- 10.2.1 MCIm shall give written notice of the type of facilities which are to be placed; and;
- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by MCIm's facilities, the location and the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. MCIm may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation under this Attachment to construct any facilities for MCIm or to attach MCIm's facilities to, or replace MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.
- 10.4 MCIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or replacing them in BellSouth's poles, conduit or ducts, at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.
- 10.5.1 Intentionally left blank.
- 10.5.2 Intentionally left blank.
- 10.5.3 MCIm shall not permit any person acting on MCIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIm or any person working on MCIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIm is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, MCIm shall provide BellSouth with

information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Intentionally left blank.

10.8 Manhole and Conduit Break-Outs. MCIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIm, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee Attachment to or occupancy within BellSouth facilities, Licensee will provide to BellSouth's single-point of contact within sixty (60) days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF MCIm's FACILITIES

11.1 Use of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to have access to MCIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2 Routine Maintenance of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to engage in routine maintenance of MCIm's facilities located on or in BellSouth's poles, conduits, ducts and rights-of-way pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

11.3 MCIm Responsible for Maintenance of MCIm's Facilities. MCIm shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in this agreement herein, and all licenses issued hereunder. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

11.4 BellSouth Not Responsible for Maintaining MCIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIm has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Act or other applicable federal, State, or local laws, rules or regulations.

11.5 Information Concerning the Maintenance of MCIm's Facilities. Promptly after the issuance of a license permitting MCIm to attach facilities to, or place facilities in

BellSouth's poles, conduits or ducts, MCIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of MCIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIm's facilities as reasonably necessary to demonstrate that MCIm and all persons acting on MCIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

- 11.6 Identification of Personnel Authorized to Have Access to MCIm's Facilities. All personnel authorized to have access to MCIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF MCIm's FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. MCIm shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIm's present license or requires a new or amended license.
- 12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
- 12.2.1 Requires that MCIm use additional space on BellSouth's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of MCIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIm's then existing license (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of MCIm. If, prior to the issuance of a license, MCIm determines that an y pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIm, MCIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIm's facilities.

- 13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-ready work is necessary, BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, BellSouth shall provide MCIIm with the estimated costs for make-ready work and a make-ready due date.
- 13.1.2 MCIIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIIm.
- 13.2 Rearrangement of MCIIm's Facilities at BellSouth's or Another Entity's Request. MCIIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or by an authorized application or license of another entity seeking access to BellSouth's poles, conduit systems, ducts and/or rights-of-way. MCIIm agrees that MCIIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIIm, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIIm shall, upon BellSouth's request, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 MCIIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIIm customer.
- 13.2.2 If MCIIm fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIIm, and MCIIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under the Act or other applicable federal or State laws, rules or regulations, are to be allocated to persons or entities other than MCIIm; and provided further, however, that MCIIm shall have no

responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs of any other licensee/joint user.

- 13.2.3 MCIm will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including BellSouth.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 MCIm Responsible for Emergency Repairs to its Own Facilities. In general, MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIm's facilities.

- 14.2 In the event of an emergency, restoration procedures may be affected by the presence of MCIm facilities in or on BellSouth's structures. While BellSouth maintains no responsibility for the repair of damaged MCIm facilities, it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.

- 14.3 When an emergency situation arises which necessitates Carrier access to a manhole, MCIm should call BellSouth's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. BellSouth will then arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to MCIm for this purpose; MCIm can obtain this information from MCIm's account manager).

- 14.4 If only MCIm owned facilities are affected, BellSouth shall use best efforts to respond within four (4) hours of MCIm's call requesting BellSouth personnel to be present at site of emergency. MCIm will perform emergency repair under the direction of BellSouth employee(s) or representative available, at MCIm's sole cost and expense. Should BellSouth not respond in agreed upon time frame, MCIm will have the right to proceed with the emergency repair without BellSouth employee(s) present.

15. INSPECTION BY BELL SOUTH OF MCIm's FACILITIES

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Attachment and licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

- 15.1.1 BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those

instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that MCIm shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in writing of the basis for MCIm's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring MCIm's facilities into compliance, the provisions of this Attachment shall apply.

16.4.1 BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise MCIm in

writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

- 16.5 MCIm to Bear Expenses. MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities in to compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or State laws, rules or regulations, must be borne by persons or entities other than MCIm.

17. **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of MCIm's facilities shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIm to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIm's facilities without liability, and the expense of such removal shall be borne by MCIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIm provides reasonable documentation of such placement. If MCIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.

- 17.1.1 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or State laws or regulations, must be borne by persons or entities other than MCIm.

- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by MCIm of an itemized invoice therefor.

- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIm shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect

to such unauthorized use from its inception.

18. REMOVAL OF MCIm's FACILITIES

- 18.1 Pole Attachments. MCIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIm's expense and without any liability on the part of BellSouth for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. MCIm, at its expense, will remove its communications facilities from any BellSouth conduit system within sixty (60) days after:
- 18.2.1 Termination of the license covering such conduit occupancy; or
- 18.2.2 The date MCIm replaces its existing facilities in one duct with substitute facilities in another duct.
- 18.2.3 If MCIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. MCIm shall remain liable for and pay to BellSouth all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. MCIm agrees to pay charges in Attachment 1. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.
- 19.2 Computation of Charges. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

EXHIBIT 1

BellSouth Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

EXHIBIT 2

BELLSOUTH ADMINISTRATIVE FORMS AND NOTICES

This Exhibit 2 lists the types of administrative forms to be utilized in connection with this Agreement.

Type	Form Description	Form Number
General		
	Inquiry Request	GN-1
	Records Review Request	GN-2
	Pre-License Survey Request	GN-3
	Make-Ready Estimate Request	GN-4
	Building Space License Agreement for Shared Owner-Provided Access	GN-5
	CLEC Request to Complete Investigation of Facilities	GN-6
Poles		
	Application and Pole Attachment License	PL-1
	Pole Survey Form	PL-2
	Itemized Estimate	PL-3
	Notification of Surrender or Modification of Pole Attachment License	PL-4
Conduit		
	Application and Conduit Occupancy License	CN-1
	Conduit System Diagram	CN-2
	Conduit System - Manhole Detail	CN-3
	Cable to Occupy Conduit	CN-4
	Equipment Housings to be Placed in Manholes	CN-5
	Conduit Make-Ready Work & Charges	CN-6
	Notification of Surrender or Modification of Conduit Occupancy License	CN-7
	Request for Entry into Manhole(s) and/or Vaults	CN-8
	Request to "Rod" and/or Clearing of Ducts	CN-9
	Request to Core Bore and/or Modify Manhole(s)	CN-10
	Spare and/or Emergency Reservation	CN-11
Right of Way		
	Application and Right of Way Occupancy License	RW-1
Notification		
	Construction Performed and/or Completed	NT-1
	Lashing to Third Party Facilities	NT-2
	Dispute of Make-Ready Charges	NT-3
	Change in Priority for Processing Applications	NT-4
	Change of SPOC	NT-5
	Maintenance Manager	NT-6
	Inspection and Compliance	NT-7
	Unsafe Conditions	NT-8
	Dispute of Compliance	NT-9
	Facilities Brought into Compliance	NT-10
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ATTACHMENT 7**NUMBER PORTABILITY****Section 1. BellSouth Provision of Number Portability**

1.1 Each Party shall provide, upon the other Party's request, Local Number Portability (LNP) and Interim Number Portability (INP) in accordance with applicable law and the terms of this Agreement. The Parties shall provide LNP in accordance with Section 3 of this Attachment. Until such time as LNP is deployed for a specific service area, the Parties shall provide INP pursuant to Section 2 of this Attachment. Consistent with the requirements to move to LNP, INP will be available until such permanent solution is implemented in an end office. In connection with all methods of moving End Users' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 Cost Recovery for INP. Each Party shall bear its own costs to develop INP features, but charges for using INP features may be imposed in accordance with the provisions of Attachment 1.

1.3 Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

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

Section 2. Interim Number Portability (INP)

2.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide INP. INP is an interim service arrangement whereby an end user who switches subscription of his local exchange

service from BellSouth to MCIIm, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same local calling area or Rate Center, whichever is larger.

2.1.1 INP is not available for unassigned numbers. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user or Commission action results in the end user no longer being located within the same local calling area or Rate Center, whichever is larger.

2.2 INP is available through either remote call forwarding ("INP-RCF"), or direct inward dialing trunks ("INP-DID"), and MCIIm shall select, subject to availability, which of these methods shall be used for each application. MCIIm shall specify on a per telephone number basis, and subject to availability, which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible. BellSouth shall make remote call forwarding available at every end office where LNP is not available.

2.3 INP-RCF is an interim method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When INP-RCF is used to provide INP, calls to the ported number will first route to the Party's switch to which the ported number was previously assigned. That switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The forwarded-to number shall be specified by MCIIm or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Either Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number for an additional charge as set forth in Attachment 1 to this Agreement.

2.4 SS7 signaling is required for INP Services. Calls originated from RCF ported numbers in BellSouth end offices and sent to the MCIIm network must follow industry standards regarding number parameters in the SS7 Initial Address Message.

2.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's

service, the provision of new local service and the provision of INP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party.

2.6 Other Provisions for INP:

2.6.1 BellSouth shall exchange with MCIIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network where technically feasible. Such CLASS and other features will be consistent with the technical references as specified by the FCC.

2.6.2 Upon notification from MCIIm that it will be initiating INP, BellSouth shall disclose to MCIIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within time frames at parity with time frames for conversions experienced by each Party's end users or other CLECs, but in any event each Party shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated).

2.6.3 BellSouth shall send the appropriate CARE transaction to notify the appropriate IXC that access is now provided by a new CLEC for that number.

2.7 Ordering Intervals for INP. Ordering intervals for INP shall be consistent with those offered to all CLEC's. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. For stand alone INP requests, the following will apply. For simple services, those not considered as complex, consisting of 25 lines or less and for requests to port DID numbers of 100 or less where the trunk group is existing, the following targeted intervals will apply. BellSouth will provide a firm order confirmation (FOC) or reject the Local Service Request (LSR) within two (2) business days of receipt of the request and the service interval to provision INP will be five (5) business days from receipt of an error free LSR. For other requests not mentioned above, intervals for installation of

Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. INP requests associated with provisioning other services will carry intervals as defined for the service with the longer interval or as mutually agreed to on a case by case basis. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures.

2.7.1 BellSouth will review the entire LSR and will reject or clarify, in accordance with Attachment 8 of this Agreement, all fields that are in error for the current version under review. BellSouth will note these errors with the rejected or clarified LSR. Subsequent versions may be rejected based on new information provided by MCI or due to downstream edits in BellSouth's ordering or preordering systems.

2.7.2 LSR's not acknowledged within targeted intervals as provided for above, may be escalated by MCI to BellSouth and a commitment will be agreed to for the new FOC or reject interval. BellSouth will not provision a service prior to the date contained in the FOC unless indicated to do so by a properly submitted supplemental LSR. BellSouth will provision requested services at levels that are at parity with the same intervals BellSouth provides to its own end users, itself, or to other CLEC's.

2.8 Disconnects. MCI will promptly notify BellSouth when (i) a Customer ported via INP disconnects service from MCI or (ii) upon the termination of any intercept treatment provided to a subscriber ported via INP, whichever is later. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to ensure service outage experience by End Users is minimal.

Section 3. Local Number Portability (LNP)

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS

administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

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

3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order.

3.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query. BellSouth and MCIIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split

in connection with an LNP request, the Parties shall permit such splitting. BellSouth and MCI shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and MCI shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 3.

Section 4. Requirements for INP and LNP

4.1 Call Referral Announcements. If a ported number is disconnected and “snaps back” to the Old Service Provider, the New Service Provider may order call referral announcements and specify the particular announcement from the Old Service Provider, on a per telephone number basis, at the prices set forth on Attachment 1 of this Agreement.

4.2 BellSouth and MCI shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outages for their end users. BellSouth and MCI will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each Party will notify the other of changes to the network of changes to processes which may impact end user service at time frames which are consistent to BellSouth's and MCI's internal notification processes.

4.3 Conversion from INP to LNP. Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using INP. The official notice advising an end office is now LNP compatible will be as posted in the LERG forty five (45) days in advance of the ready to port date of that office. Advance notice of LNP implementation for all Bellsouth end offices

is also posted on the Interconnection web site. The LERG posting for LNP eligibility date will begin the transition from INP to LNP for all INP services. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates after the LNP implementation date will be returned to the requesting Party for supplemental submission as LNP. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups.

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

Section 5. Cutovers

5.1 BellSouth and MCIIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines and as recommended by the Southeast Region Implementation Team. For a coordinated conversion i.e. stand alone INP, INP and LNP with an SL2 loop or with SL1 when ordered, and those services that require project coordination as defined in the BellSouth LNP procedures or as provided for in this Agreement. BellSouth shall verbally coordinate the disconnect with MCIIm and perform any switch translations so as to limit end user service outage. BellSouth and MCIIm will mutually agree upon a cutover time prior to the actual conversion. MCIIm may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time.

5.2 Cutover Intervals. Cutover intervals for INP, INP with loop and LNP with loop will be in accordance with intervals for installation of Services established in a generic Commission order or in a Commission order

applicable to all carriers generally relating to BellSouth performance measures.

5.3 Deadline for Canceling an Order. BellSouth shall accept a request to cancel an order consistent with those processes specified in the NANC recommended flows for LNP provisioning. BellSouth will not disconnect an end users service prior to receiving the activate message from NPAC. BellSouth will receive requests to cancel LNP until the activate message is received from NPAC. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal.

Section 6. LERG Reassignment

6.1 If the Parties mutually agree to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New Service Providers switch, and any applicable rates.

Section 7. Responsibilities of Underlying Network Provider

7.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the End User's services exclusively through a network owned, operated and controlled by the Old Service Provider (i.e., where the Old Service Provider is providing the End User's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider in the following manner, consistent with applicable OBF guidelines:

7.1.1 The New Service Provider will obtain from the End User the name of the Old Service Provider;

7.1.2 The New Service Provider will request the End User's service record from the Old Service Provider;

7.1.3 The Old Service Provider will provide the End User's service record to the New Service Provider;

7.1.4 After the New Service Provider has obtained End User authorization to migrate the End User, the new Service Provider will provide a loss alert to the Old Service Provider;

7.1.5 The New Service Provider will provide the Underlying Network Provider with a service order that reflects the Old Service Provider as the End User and that requests that the End User's telephone numbers be ported to the New Service Provider; and

7.1.6 The Underlying Network Provider will process the service order request.

7.2 Service Responsibility. After an End User's telephone number is ported by INP, all ancillary services (including, but not limited to, 911, E911, CARE, LIDB, BLV/BLI, Directory Assistance and Direct Listing) associated with ported number(s) shall be provided consistent with the requirements of Attachments 3, 8, and 9 of this Agreement.

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

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Appendix 1 1999 BellSouth Disaster Recovery Planning for CLECs

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

Section 1. Overall Business Requirements

1.1 Introduction. This Attachment 8 sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit MCIm access to the functions of BellSouth's operational support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) ("OSS Functions"). BellSouth shall maintain the current and one previous version of each electronic interface. Maintenance of a previous version of an electronic interface includes the maintenance of manual processes not included in that version of the interface. Unless otherwise set forth in this Agreement, MCIm shall not use manual processes that are available in a version of an electronic interface used by MCIm.

1.1.1 The Parties acknowledge that the implementation and testing of Application-to-Application interfaces will be formally defined in a joint implementation agreement ("JIA"). The Parties may agree, in the JIA, consistent with any applicable change management processes, to alter existing OSS interfaces or manual processes or to be non-compliant with industry standards or guidelines.

1.2 Standards and Guidelines

1.2.1 Order of Precedence. Conflicts between a provision of this Agreement and any testing or implementation agreement, including joint implementation agreements ("JIAs"), shall be resolved in favor of this Agreement.

1.2.2 Standards and Guidelines. For purposes of this Agreement, the Change Control Process or CCP shall mean the collaborative forum established by BellSouth to allow BellSouth and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic OSS processes and interfaces. Subject to the Change Control Process, BellSouth shall base its development of OSS interfaces on applicable industry standards and guidelines, including, but not limited to:

1.2.2.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing.

1.2.2.2 ATIS/CLC/NIMC and ANSI for Maintenance and Repair.

1.2.2.3 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models.

1.2.2.4 ATIS/T1M1.5 for Maintenance and Repair Data Models.

1.2.2.5 ATIS/TCIF/T1M1.5/ECOG for Electronic Ordering (EAO) Inquiry Access.

1.2.2.6 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).

1.2.2.7 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct.

1.2.2.8 Telecordia Technologies, Inc. (Bellcore) for CABS BOS.

1.3 Joint Implementation Agreements. Within ninety (90) days of a request by MCIm, the Parties shall develop a Joint Implementation Agreement ("JIA"), based on ATIS generic implementation guidelines, as described in this Section of this Attachment, for the implementation and testing of each OSS Application-to-Application interface developed by BellSouth. The Parties shall develop a separate, single JIA for each Application-to-Application interface that incorporates integratable OSS functions, but the Parties may agree to combine local pre-ordering and local ordering into a single JIA. Each JIA must be sufficiently comprehensive to ensure that, upon completion of both Parties' obligations under the JIA, the Application-to-Application interface will be fully tested and functional. Any joint implementation agreement established under this subsection 1.3 will follow the format of the Telecommunications Industry Forum ("TCIF") Generic Implementation Guidelines ("GIG").

1.4 Interface Implementation Specifications and Information Exchanges.

1.4.1 BellSouth Custom Business Process Rules. BellSouth shall base the development of its business rules on OBF or other applicable industry guidelines. BellSouth will provide its business rules and guidelines to MCIm so as to provide the functions listed in this Attachment. BellSouth shall present MCIm with BellSouth's custom business rules down to a field level. In addition, BellSouth shall provide MCIm with BellSouth's

custom business rules for each data field. The information provided will contain BellSouth's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to process successfully, in BellSouth's OSS, all of the use-case scenarios specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.2 BellSouth Custom Electronic Data Interchange ("EDI") Data Model Specifications. BellSouth shall provide to MCIm BellSouth's custom EDI data modeling rules for each field in its business rules mappings and syntax to the appropriate EDI segment, data element, qualifier, and valid values for every use-case scenario specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.3 Use-Case Scenarios. Both BellSouth and MCIm are permitted to provide use-case scenarios to test fully the range of all OSS Functions. In order to test the exception and error messaging responses, the use-case scenarios will test for successful transactions and for planned errors. BellSouth shall provide all of the input test data in the test database necessary for testing the use-case scenarios. BellSouth shall define the parameters associated with the data provided to MCIm.

1.4.4 Error Messages. BellSouth shall provide a complete list of, and definitions for, each of the error conditions and error messages or codes to be used for application or protocol events.

1.4.5 Business Activities. BellSouth, through the CCP, shall discuss and provide information regarding any known or planned business activities or priorities that may affect the time frames for developing and implementing electronic ordering and pre-ordering interfaces.

1.4.6 Secure Near Real Time Data Exchange/Transport Implementation Specifications. BellSouth shall implement, test, and operate the method of secured ordering and provisioning transactions transport in compliance with TCIF 98-006 Issue 2 "Electronic Communications Interactive Agent Specification". This is the ATIS-approved specification for sending EDI transactions over TCP/IP using SSL3 security. If BellSouth's interactive agent is not already operational, BellSouth shall make it operational within sixty (60) days after MCIm's written request.

1.4.6.1 For local order and pre-order, BellSouth shall implement and use the most current version of TCIF 98-006 "Electronic Communications Interactive Agent Specification for Local Pre-Order Function".

1.4.6.2 For access order inquiry BellSouth shall implement and use the most current version of TCIF 98-002 "Generic Electronic Communications Interface Implementation Guidelines for Electronic Access Ordering (EAO) Access Inquiry Functions".

1.4.7 Testing. BellSouth shall jointly test each OSS Application-to-Application interface with MCIm. This testing will include, but not be limited to, secured connectivity and data exchange, interoperability testing, regression testing, and acceptance testing. This testing will validate, with the use-case scenarios designated in subsection 1.4.3 of this Attachment, BellSouth's custom business rules and custom data model specifications. This testing will be conducted by means of MCIm transmitting transactions both in simulated pre-coding condition testing, and later in a "post-coding/pre-production" condition testing. BellSouth and MCIm will also identify under what circumstances any interoperability test results may be shared or made public by either Party.

1.5 BellSouth OSS interfaces shall provide MCIm with the same process and system capabilities for residential and business services. BellSouth shall not require MCIm to develop distinct processes or OSS interfaces by class of service.

1.6 Change Management and Control.

1.6.1 BellSouth and MCIm shall comply with the written change management and control procedures agreed to in the CCP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CCP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 8. The provisions of the change management and control procedures and processes are material to this Agreement.

1.7 General Procedures

1.7.1 Master Account Establishment. If MCIm requests that BellSouth establish a new account for Services, MCIm will provide to the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MCIm's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange

Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.7.2 BellSouth will not require End User confirmation prior to establishing service for MCIIm's End User customers.

1.7.3 If, based on an End User complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized

1.7.4 BellSouth, to safeguard its interests, may require a security deposit prior to or at any time after the provision of a Service to be held as a guarantee of the payment of rates and charges only where MCIIm has a proven history of late payments to BellSouth or does not have established credit. Such deposit shall not exceed the actual or estimated rates and charges for the Services for a two (2) month period. The fact that a deposit has been made in no way relieves MCIIm from complying with this Agreement as to the prompt payment of bills. At such time as the provision of Services to MCIIm is terminated, the amount of the deposit will be credited to MCIIm's account and any credit balance that may remain will be refunded. To the extent such a deposit is required under the terms of this Section, such deposit shall be refunded or credited to MCIIm's account when MCIIm has established credit, or in any event, after MCIIm has established a one (1) year prompt payment record at any time prior to the termination of the provision of Service. In the case of a cash deposit, for the period the deposit is held by BellSouth, MCIIm will receive interest at the same percentage rate as set forth in subsection 4.2.11 of this Attachment. The rate will be compounded daily for the number of days from the date the deposit is received by BellSouth to and including the date such deposit is credited to MCIIm's account or the date the deposit is refunded. Should a deposit be credited to MCIIm's account, as indicated above, no interest shall accrue on the deposit from the date such deposit is credited to MCIIm's account.

1.7.5 Customer Contact. BellSouth shall recognize MCIIm as the Customer of record for all Services and Interconnection ordered by MCIIm, and shall send all notices, invoices, and information that pertains to these ordered services directly to MCIIm. MCIIm will provide BellSouth with addresses to which BellSouth must send these notices, invoices, and information.

1.7.5.1 MCIIm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the End User for conversion of the End User's service from MCIIm to BellSouth or will accept a request from another CLEC for conversion of the End User's service from MCIIm to the other LEC. BellSouth will notify MCIIm, via a loss notification report, that such a request has been processed. BellSouth shall not use MCIIm resold customer records for its own marketing purposes, nor make such records available to other CLECs. If BellSouth requires information contained in the MCIIm resold customer records in order to make a conversion, BellSouth shall seek this information from MCIIm, which MCIIm shall provide in a timely manner.

1.7.5.2 Each Party shall ensure that that Party's personnel who may receive inquiries, relating to the other Party's services, from the other Party's subscribers, or otherwise have opportunity for contact, relating to the other Party's services, with the other Party's subscribers: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or subscriber contact, unless that information specifically is requested by the subscriber. Subject to the limitations of this Section, both Parties maintain the right to serve directly any End User within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with End Users of the other Party.

1.7.5.3 Neither Party shall use the other Party's request for Customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid its marketing or sales efforts. BellSouth shall not in any manner share with or disclose to

BellSouth's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or billing functions.

1.7.5.4 In general, BellSouth will not become involved in disputes between MCIIm and MCIIm's End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, MCIIm shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with MCIIm to resolve the matter in as timely a manner as possible.

1.7.5.5 Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise MCIIm when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of MCIIm to take the corrective action necessary with its End Users who make annoying calls. BellSouth shall provide Annoyance Call Center service to MCIIm's customers at no charge to MCIIm.

1.7.6 Account Management. BellSouth will identify to MCIIm one or more BellSouth representatives that will serve as MCIIm's account management team for purposes of administering this Agreement and ensuring that BellSouth's obligations under this Agreement are carried out efficiently and in coordination with MCIIm. The account management team's primary function is to interact with the various BellSouth operating groups on MCIIm's behalf. The account management team shall be accessible to MCIIm personnel to provide timely and decisive responses to MCIIm's inquiries, escalations, and requests.

1.7.6.1 Expedite and Escalation Procedures.

BellSouth and MCIIm shall maintain mutually acceptable escalation and expedite procedures for OSS Functions that may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.7.6.2 At MCIIm's request, BellSouth's account management personnel shall meet with MCIIm to discuss ways to improve the account management team and its functions.

1.7.6.3 BellSouth shall make available to MCIIm via an online viewer (via the Internet) any and all non-proprietary materials or information to which the account management team directs MCIIm.

1.7.7 Training Support

1.7.7.1 BellSouth will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.7.7.2 BellSouth shall make available to MCIm employees training on BellSouth's systems and processes. This training shall be equal in quality to that which BellSouth provides to itself, its affiliates, or other CLECs. BellSouth makes available basic CLEC training on its web site and shall provide one free seat each year for MCIm to attend a training session on each of BellSouth's OSS systems (e.g., TAG, LENS and TAFI). Training regarding any systems changes or modifications shall also be available on BellSouth's web site. Other training customized for MCIm's need shall be provided at rates established by BellSouth. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and BellSouth-specific system access/interface instruction.

1.7.8 Number Administration

1.7.8.1 BellSouth shall provide testing and loading of MCIm's NXXs in BellSouth's switch network prior to the date of activation specified in the Local Exchange Routing Guide ("LERG"). Turn-up testing of MCIm's NXXs will be performed in all affected BellSouth end offices and tandem offices.

1.7.8.2 Where MCIm has obtained its own NXX, but has purchased BellSouth services for resale or has purchased switching from BellSouth, BellSouth agrees to administer the MCIm NXX in accordance with the LERG. Where MCIm provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by the Commission.

1.7.8.3 BellSouth shall accept MCIm orders with assigned vanity numbers and blocks of numbers assigned for use with Complex Services.

1.7.8.4 NXX Migration. Migration of NXXs will be done according to the provisions of Attachment 7 of this Agreement.

1.7.8.5 For resold Services, telephone numbers may normally be retained by the End User. Neither the Parties nor any End Users have a property right to the telephone number, and no right to being served by any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, at Parity and on a non-discriminatory basis, whenever BellSouth deems it necessary to do so in the conduct of its business.

1.7.8.6 During the term of this Agreement, MCIIm shall contact the numbering resources administrator designated by the FCC for the assignment of central office codes and other numbering resources.

1.7.8.7 Where BellSouth is providing local switching, MCIIm may utilize BellSouth's telephone numbers. Assignment, reservation and use of telephone numbers shall be governed by Applicable Law.

1.7.9 Customer Payment History. BellSouth will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing MCIIm with third party access to Customer Payment History. BellSouth will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for BellSouth's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, BellSouth provides information to NCTDE regarding payment history of BellSouth residential End Users. During the term of this Agreement, BellSouth will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from BellSouth through the third party administrator BellSouth currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that BellSouth currently uses to provide such information to NCTDE continues to administer the data transmission function on BellSouth's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on BellSouth for BellSouth's provision of such information; (4) BellSouth is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in BellSouth's legal judgment, imposes an unreasonable risk on BellSouth in connection with its

provision of the information to NCTDE. The Parties agree that in the event BellSouth ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for BellSouth to provide the information to MCIm, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

1.7.10 BellSouth shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with BellSouth.

1.7.11 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

1.8 Performance Standards. BellSouth shall comply with the intervals set forth in this Attachment, and the provisions of Attachment 10 of this Agreement. .

1.9 Provision of Specific Services

1.9.1 Caller ID

1.9.1.1 When BellSouth is providing switching, BellSouth shall provide all relevant ordering process information necessary for MCIm to order both Caller ID and Caller ID with Name for MCIm Customers.

1.9.1.2 BellSouth shall use its best effort in working with MCIm to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCIm Customers.

1.9.2 TTY/TDD. BellSouth shall cooperate with MCIm to provide services necessary to serve TTY/TDD Customers.

1.9.3 Telephone Line Number Calling Cards. When an End User changes local service from BellSouth to MCIm, BellSouth will terminate its existing telephone line number-based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB, and BellSouth shall use its best efforts to remove the TLN from the LIDB within twenty-four (24) hours from completion of the service order. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes via the

service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill.

1.10 Use of Facilities. When a customer of MCIIm elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to MCIIm by BellSouth for retail or resale service, or individual loops and/or ports for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer service from a customer of MCIIm at the same address served by the denied facility.

1.10.1 Upon receipt of a service order, BellSouth will do the following:

1.10.1.1 Process disconnect and reconnect orders to provision the service which shall be due-dated using current interval guidelines.

1.10.1.2 Reuse the serving facility for retail, resale service, or individual loop(s) and/or port(s) at the same location.

1.10.1.3 Notify MCIIm subsequent to the disconnect order being completed.

Section 2. Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 BellSouth shall provide MCIIm use of BellSouth's pre-order OSS Function by providing MCIIm the pre-order information and data set forth in this Agreement.

2.1.2 The Parties shall work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for complex and manually-ordered services. Until BellSouth makes available a tested electronic Local Service Request ("LSR") process, MCIIm shall be entitled to order DS1 Combos (DS1 loop plus DS1 interoffice transport) using the electronic Access Service Request ("ASR") process.

2.1.3 Subject to applicable laws and regulations, BellSouth shall provide MCIIm with access to customer profile information (i.e., customer service record and customer payment history required under subsection 1.7.9 of this Attachment) and all other pre-order information without requiring

MCIm to produce a signed or written letter of agency (“LOA”). Instead, BellSouth shall accept MCIm’s blanket representation that a customer has authorized MCIm to obtain this information or data, including any Customer Proprietary Network Information (“CPNI”) contained in the information or data.

2.1.3.1 The Parties shall work cooperatively through the CCP to reach a reasonable and timely solution to the issue of parsing CSRs to the same level as the LSR, or as otherwise determined by the CCP.

2.1.4 BellSouth shall provide MCIm with pre-order functionalities and information for all Services, regardless of the ordering method, at a level of quality that is at least equal to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 Loop Makeup (LMU)

2.2.1.1 Description of Service

2.2.1.1.1 BellSouth shall make available to MCIm, Loop Makeup (LMU) information for BellSouth network facilities, for telephone numbers, circuit identifications, or service addresses specified by MCIm, except for facilities designated for use by other carriers, so that MCIm can make an independent judgment about the availability and capability of loop facilities to support MCIm provided services. This subsection addresses LMU as a preordering transaction, distinct from MCIm ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.2.1.1.2 BellSouth will provide MCIm LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.2.1.1.3 BellSouth’s LMU information is provided to MCIm as it exists either in BellSouth’s databases or in its hard

copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided, but BellSouth shall provide the same information to MCIm that it provides to itself.

2.2.1.1.4 MCIm may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by MCIm and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. For facilities reserved using a LMUSI, when MCIm orders a loop, the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee MCIm's ability to provide advanced data services over the ordered loop type. Further, if MCIm orders loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. MCIm is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.2 Submitting Loop Makeup Service Inquiries

2.2.2.1 MCIm may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if MCIm needs further loop information in order to determine loop service capability, MCIm may initiate a separate Manual LMUSI for a separate nonrecurring charge as set forth in Attachment 1 of this Agreement.

2.2.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.3 Loop Reservations

2.2.3.1 MCIm may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to MCIm. During and prior to MCIm placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If MCIm does not submit an LSR for a UNE service on a reserved facility within the four (4) day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, MCIm may reserve up to ten (10) loop facilities. For a Manual LMUSI, MCIm may reserve up to three (3) loop facilities.

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

2.2.4 Ordering of Other UNE Services

2.2.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. MCIm will not be billed any additional LMU charges for the loop ordered on such LSR. If however, MCIm does not reserve facilities upon an initial LMUSI, MCIm's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rates set forth in Attachment 1 of this Agreement.

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

2.3 MCIm shall immediately file a request with the Change Control Process for the determination of the proper avenue for the implementation of service inquiry as a pre-ordering function. Upon request of either Party, the Parties shall amend this Agreement to incorporate the process so developed.

2.4 Pre-Order Interface Performance and Management. BellSouth will provide a Specialized Point of Contact ("SPOC") for its OSSs, that will provide the following support to MCIm for the various BellSouth OSS interfaces. The SPOC will provide technical assistance to MCIm dealing with all associated production

systems, the interface itself, and it's operability. The SPOC will also provide escalation support twenty-four (24) hours seven (7) days a week.

2.5 Database Downloads

2.5.1 Regional Street Address Guide(RSAG). BellSouth shall provide MCIIm with BellSouth's RSAG data through a mutually agreeable electronic means. A condition precedent to obtaining the RSAG data is that MCIIm and its affiliated local exchange carriers shall execute a single mutually acceptable license agreement containing the rates, terms and conditions pursuant to which MCIIm and its affiliated local exchange carriers may use the data.

2.5.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide MCIIm, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

Section 3. Ordering and Provisioning Requirements

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 BellSouth shall provide MCIIm use of BellSouth's ordering and provisioning and access ordering OSS functions at Parity. BellSouth shall provide MCIIm the information and data set forth in this Section.

3.1.2 If either BellSouth's or MCIIm's existing electronic ordering and provisioning or access ordering interfaces are unavailable, BellSouth shall employ a facsimile machine to facilitate the submission or processing of any new or existing service requests. BellSouth shall provide access to these facsimile machines for order receipt when notified by MCIIm of any Application-to-Application interface unavailability. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by MCIIm are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

3.2 General Business Requirements and Functions

3.2.1 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

3.2.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC).

3.2.2.1 BellSouth shall provide a local carrier service center ("LCSC") or equivalent that will serve as MCIm's single point of contact (SPOC) for all activities involved in the pre-ordering, ordering, and order status of BellSouth's Services. The LCSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering questions, resolving problems, and handling expedites and escalations, for Services requested by MCIm that require manual intervention.

3.2.2.2 The LCSC shall provide to MCIm a toll-free nationwide telephone number answered by trained personnel. Hours of availability of the LCSC shall be at least at Parity with the hours of BellSouth's retail operations. At a minimum, LCSC hours of availability will be 8 a.m. to 8 p.m. Monday through Friday. Hours for inquiries concerning UNE-P shall be at least as great as hours for residential service inquiry.

3.2.2.3 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

3.2.2.4 BellSouth will perform provisioning services during the following normal hours of operation, or at such additional hours as BellSouth normally performs provisioning services for itself or another carrier:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)

(non-coordinated, coordinated orders and order coordinated - Time Specific)

Saturday- 8:00 AM - 5:00 PM location time (excluding holidays)

(non-coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed. All other MCIm requests for

provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.5 Ordering and provisioning measurements will be as outlined in Attachment 10 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 BellSouth shall provide to MCIm the capability to order local service, intraLATA, and interLATA services by entering MCIm Customer's choice of carrier on a single order. BellSouth shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, BellSouth will route toll calls to the appropriate carrier as designated by MCIm. BellSouth shall not be the default toll carrier in any circumstances.

3.2.4 CARE Notification to Long Distance Carrier in Resale/UNE-P Arrangements

3.2.4.1 BellSouth CARE shall notify MCIm, using OBF-approved CARE transactions, whenever an MCIm Customer who is provided local service through Local Resale or UNE-P changes their PIC status.

3.2.4.2 BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of Local Resale and UNE-P. BellSouth and MCIm will work cooperatively with OBF to define CARE transactions supporting local resale and UNE-P. In support of resale and UNE-P, BellSouth shall pass to MCIm all TCSIs as defined by OBF and implemented between BellSouth and an interexchange carrier.

3.2.4.3 MCIm may initiate a CARE block by submitting an LSR to deny PIC change activity on MCIm End User customers. BellSouth will then reject any PIC changes using a code of 3148 for resold lines and for service provided by UNE-P.

3.2.4.4 BellSouth CARE transactions supporting the LSR process for resale and UNE-P and account maintenance are as follows:

40XX = Local Resale Subscription order install by switch provider (SWP)

42XX = Local Resale subscription service disconnected by switch provider (SWP)

43XX = Local Resale customer information changes by switch provider (SWP)

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When switching is provided by BellSouth, and unless otherwise specified by MCIm, BellSouth will migrate a customer from BellSouth's services to MCIm's service without loss of feature availability and functionality and, to the extent the customer's voice mail service is available for resale to MCIm pursuant to Attachment 2 of this Agreement and MCIm chooses to purchase such voice mail service from BellSouth, without loss of voice mail (including the current mail box and its characteristics, if requested by MCIm) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. BellSouth shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 BellSouth shall recognize MCIm as an agent for the Customer in coordinating the disconnection of services provided by BellSouth. BellSouth will disconnect the BellSouth-provided services based on the information MCIm places on the LSR. In the case of a coordinated conversion, BellSouth will work with MCIm to coordinate the disconnection and connection of the End User's service.

3.2.5.3 For coordinated loop conversions and stand alone INP, BellSouth shall verbally coordinate the disconnect with MCIm and perform switch translations so as to limit End User service outage. BellSouth and MCIm will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop by requesting "order coordination -- time specific" conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, BellSouth and MCIm will agree on a

scheduled conversion time. BellSouth shall notify MCIm when conversion is complete. BellSouth shall comply with the performance measurements relating to End User service interruptions as set forth in Attachment 10. For coordinated conversions of other Services, BellSouth and MCIm shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At MCIm's request, BellSouth shall provide unbranded or MCIm-branded intercept treatment and transfer of service announcements to MCIm's Customers. BellSouth shall provide such treatment and transfer of service announcement at Parity and on a non-discriminatory basis.

3.2.7 Desired Due Date (DDD). BellSouth shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the Firm Order Confirmation ("FOC") of each related order.

3.2.7.1 MCIm will specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to the DDD, unless authorized by MCIm or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, MCIm must request the expedite through the LCSC. The LCSC will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The LCSC will advise MCIm of this date. BellSouth may bill expedite charges for expedited due dates and will advise MCIm of any charges at the time the offered date is provided. The rates for expedite charges are set forth in Attachment 1 of this Agreement, and no expedite charges shall apply for a request not completed by the offered date.

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, BellSouth shall provide MCIm with the ability to schedule, at Parity, Customer premises installations.

3.2.8.2 BellSouth will provide installation of inside wiring, upon MCIm's request, on the rates, terms and conditions offered to BellSouth retail customers, as set forth in BellSouth's tariffs.

3.2.9 Firm Order Confirmation (FOC)

3.2.9.1 BellSouth shall provide to MCIm a Firm Order Confirmation ("FOC") for each MCIm LSR via the same interface used to submit the LSR. BellSouth shall send only one FOC per LSR. An electronic FOC shall contain information based on industry guidelines as developed by the CCP. A manual FOC shall contain, at a minimum, the MCIm purchase order number, BellSouth's order number, committed due date, and assigned TN (or circuit ID).

3.2.9.2 After MCIm's receipt of a BellSouth FOC, any change in the Due Date not initiated by an LSR will be considered a Jeopardy.

3.2.10 Order Rejections

3.2.10.1 BellSouth shall reject and return to MCIm any service request that BellSouth can not provision due to technical reasons or due to missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe, using specified error codes, the reasons for which the order was rejected. Although BellSouth exercises its best efforts to identify all errors before rejecting the LSR to MCIm, this is not always possible. The type and severity of the error may prevent the LSR from being processed further once an error is discovered by BellSouth's system. BellSouth will identify errors in accordance with BellSouth's Local Service Request (LSR) error messages documentation, which contains all error codes applicable to any LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site. BellSouth will work cooperatively with MCIm as reasonably necessary to assist MCIm in identifying and understanding LSR errors and associated error codes.

3.2.11 Service Request Changes (Supplemental Service Requests)

3.2.11.1 If an installation or other MCIm-requested work requires a change from the original MCIm service request in any manner, BellSouth shall notify the appropriate MCIm ordering center

designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide MCIm an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify MCIm of the actual labor hours or materials used in accordance with regular service request completion schedules.

3.2.11.1.1 If additional work is completed on a service request, as approved by MCIm, BellSouth must report the cost of the additional work immediately to the MCIm ordering center that originated the request(s).

3.2.11.1.2 If a service request can only be partially completed, BellSouth shall notify MCIm prior to completing the request, and if MCIm approval is received, BellSouth shall follow the jeopardy procedures in subsection 3.2.13.

3.2.11.2 Where BellSouth provides installation and the MCIm Customer requests a service change at the time of installation, BellSouth shall immediately notify MCIm at the telephone number on the service order of that request. The BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by MCIm, even at the Customers' request, without approval from the MCIm ordering center.

3.2.12 Jeopardy Situations. BellSouth shall provide to MCIm notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If BellSouth is unable to provide a new committed Due Date, BellSouth shall provide MCIm a supplemental notification containing a new committed Due Date, and BellSouth shall provide a new committed Due Date at Parity and on a nondiscriminatory basis. BellSouth shall provide notice of missed appointments and any other delay or problem in completing work specified on MCIm's service request as detailed on the FOC.

3.2.13 Service Suspensions/Restorations. Where BellSouth provides switching and upon MCIm's request through a Suspend/Restore order, BellSouth shall suspend or restore service. BellSouth will deny or disconnect service to MCIm's End User on behalf of, and at the request of, MCIm. Upon restoration of the End User's service, restoral charges

will apply and will be the responsibility of MCIIm. All requests for denial or disconnection shall be via an LSR.

3.2.14 Loss Notifications. BellSouth shall provide to MCIIm information notifying MCIIm of any services disconnected from MCIIm. Such notification shall be provided electronically on a daily basis, using a system currently in place between the Parties, and any changes in the system must be mutually agreeable.

3.2.15 Completion Notification. Upon completion of a service request submitted electronically, BellSouth shall submit to MCIIm, via the same electronic interface used to submit the order, an order completion notification that complies with the OBF/LSOG business rules and ATIS models, as modified by the CCP. Completion information for service requests submitted both manually and electronically is available via BellSouth's web-based system known as CLEC Service Order Tracking System ("CSOTS").

3.2.16 Fulfillment Process. MCIIm will conduct all activities associated with the account fulfillment process for all MCIIm Customers.

3.2.17 Specific Unbundling Requirements.

3.2.17.1 MCIIm may order and BellSouth shall provision individual or multiple unbundled Network Elements (including any combinations to which the Parties have agreed in Attachment 3) on a single order consistent with applicable OBF guidelines.

3.2.17.2 The Parties shall work cooperatively to ensure that Network Elements and switch translations function properly to support MCIIm's service offerings.

3.2.17.3 When MCIIm orders Existing Combinations of Network Elements that are functional in BellSouth's network, such Existing Combinations shall remain connected and functional without any disconnection or disruption of functionality, unless otherwise specified by MCIIm. Charges for such Existing Combinations shall be as provided for in Attachment 3 and Attachment 1 of this Agreement.

3.2.17.4 When MCIIm orders Network Elements, BellSouth shall work cooperatively with MCIIm to ensure compatibility between Network Elements where technically feasible.

3.2.17.5 When MCIm orders Network Elements or combinations specified in this Agreement, it will be BellSouth's responsibility to provide to MCIm the information necessary to support the ordering of Network Elements and combinations. This responsibility includes, but is not limited to, identification of forms required for Network Element or combination orders; fields requiring population for Network Element or combination orders, and the specific data element entries required to support these orders. BellSouth's failure to provide such information shall not preclude MCIm from ordering Services.

3.2.18 NPA Splits. BellSouth shall provide, at Parity and on a nondiscriminatory basis, advance information of the details and requirements for planning and implementation of NPA splits or other network changes impacting MCIm or its Customers.

3.2.19 BellSouth shall provide to MCIm information on charges associated with special construction.

3.2.20 BellSouth shall verify the status of connected facility assignments and notify MCIm of any conflicts.

3.2.21 USOC Codes. BellSouth shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by BellSouth.

3.2.22 Blocking Services. Upon request from MCIm, where BellSouth provides switching, BellSouth shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, BellSouth shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.4 Ordering and Provisioning Interface Performance and Management.

3.4.1 Ordering and Provisioning Intervals

3.4.1.1 For service requests from MCIm to BellSouth, the Parties will use an Access Service Request ("ASR"), a Local Service Request (LSR), or another request format as specified by BellSouth, which ever is applicable for the service being requested. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic

Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

3.4.1.2 Orders that comprise a major project will be submitted at the same time, and their implementation will be jointly planned and coordinated by the Parties. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between BellSouth and MCIIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point trunk groups or service in a service area, NXX code moves, re-homes, facility grooming, or network rearrangements.

3.5 Cooperative Testing

3.5.1 Network Testing

3.5.1.1 BellSouth shall perform all pre-service network testing, at Parity, prior to the completion of the order, including, but not limited to, testing on local service facilities and switch translations, and verification of features, functions, and services ordered by MCIIm.

3.5.1.2 BellSouth and MCIIm shall work cooperatively to resolve problems in either Party's network. Both Parties shall mutually agree on scheduled cooperative test times if required to isolate and clear troubles in either Party's network.

3.5.1.3 BellSouth shall perform electronic loop tests at MCIIm's request and provide MCIIm with results from electronic loop tests.

3.5.1.4 The Parties shall cooperate with each other to test trunks prior to turn up. Such testing shall be performed at Parity and on a nondiscriminatory basis.

3.6 LNP Orders. BellSouth and MCIIm will adhere to the process flows and cutover guidelines as ordered by the FCC or as recommended by industry standard fora. BellSouth and MCIIm will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.

Section 4. Connectivity Billing and Recording

4.1 Provision of Connectivity Billing and Recording

4.1.1 This Section 4 describes the requirements for each Party to bill and record all charges incurred by the other Party when purchasing Services under this Agreement.

4.1.1.1 The Parties acknowledge that for billing and recording from MCIm to BellSouth, the volume of this billing and recording does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide BellSouth with billing and recording in paper format.

4.1.1.2 The Parties acknowledge that for billing and recording from BellSouth to MCIm the Parties have deployed an Application-to-Application interface (i.e., CONNECT:Direct). As described in more detail in this Section 4, BellSouth shall continue to provide MCIm with Connectivity Billing and recording and all related information and functionalities through the existing electronic interface, and BellSouth shall modify, enhance and upgrade that interface to conform with and satisfy the requirements of subsection 4.2 and Section 5.

4.1.2 BellSouth shall provide Connectivity Billing and recording at a level of quality that is at Parity to that which it provides to itself, its affiliates and to third parties.

4.1.3 BellSouth shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 4.

4.2 General Requirements and Functions

4.2.1 Compliance with ATIS standards. The Parties shall comply with various industry, OBF guidelines, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement. These OBF guidelines include, but are not limited to:

4.2.1.1 The Parties shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS BOS, or if development time is required, within two versions of the current CABS BOS standard. To the

extent that there are no CABS BOS, or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

4.2.1.2 BellSouth shall transmit Connectivity Billing information and data in the appropriate CABS BOS format electronically via CONNECT:Direct to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either party's CONNECT:Direct Node ID must be sent to the other party no later than thirty (30) calendar days before the changes take effect.

4.2.1.3 OBF Issue 1141 for Reciprocal Compensation (Final Closure)

4.2.1.4 OBF Issue 1201 for Interconnection Trunks (Final Closure)

4.2.1.5 OBF Issue 1202 for Unbundled Loops (Final Closure)

4.2.1.6 OBF Issue 1197 for INP (Final Closure)

4.2.1.7 OBF Issue 1215 for Resale (Final Closure)

4.2.1.8 OBF Issue 1284 for LNP (Final Closure)

4.2.1.9 OBF Issue 1287 for Unbundled Network Elements (all original seven (7) Network Elements (Final Closure)

4.2.1.10 OBF Issue 1548 for verification of UNE bills (not to Final Closure)

4.2.1.11 OBF Issue 1549 for uniquely identifying UNE usage on a bill (not to Final Closure)

4.2.1.12 OBF Issue 1667 for exchanging billing information for Unbundled Network Elements (not to Final Closure)

4.2.2 Bill Rendering. The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement. Billing may only begin upon acceptance of Service.

4.2.2.1 The Parties shall record and bill in accordance with this Agreement those charges incurred as a result of the purchase of Services, as set forth in this Agreement (hereinafter “Connectivity Charges”).

4.2.2.2 The Parties will bill Connectivity Charges in a CABS BOS format. The Parties will conform each CABS BOS bill in accordance with CABS BOS guidelines.

4.2.3 Information Contained in a Connectivity Bill. Each service purchased by MCIIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIIm on each Connectivity Bill in which charges for such services appear.

4.2.3.1 Each such billing code shall enable MCIIm to identify the service as ordered by MCIIm.

4.2.3.2 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIIm. All Connectivity Charges billed to MCIIm shall indicate the state from which such charges were incurred, in accordance with OBF guidelines.

4.2.3.3. When MCIIm collocates with BellSouth in BellSouth’s facility as described in this Agreement, capital expenditures (e.g., costs associated with building the “cage”), shall not be included in the Connectivity Bill provided to MCIIm pursuant to this Attachment 8. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIIm in accordance with this Agreement. (The CABS Billing Output Specifications (“BOS”) documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled ‘Expanded Interconnection Service.’ The bill label for non-capital recurring collocation expenses shall be entitled “Collocation.”

4.2.3.4 The Parties shall provide to each other monthly Connectivity Bills that included all Connectivity Charges incurred by and credits and/or adjustments due to the Purchasing Party for those services ordered, established, utilized, or performed pursuant to this Agreement. The Parties shall render bills in a single bill cycle. Billing Account Numbers (BANs) shall be

consolidated by service type according to OBF guidelines and as mutually agreed to by the Parties. Bill format shall be in compliance with OBF guidelines. Detailed documentation shall be sent with the bill for any debit/credit adjustments. Each bill provided by either Party shall include:

4.2.3.4.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

4.2.3.4.2 any known unbilled non-usage sensitive charges for prior periods which are incurred under this Agreement.

4.2.3.4.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services.

4.2.3.4.4 any known unbilled usage sensitive charges for prior periods which were incurred under this Agreement.

4.2.3.4.5 any known unbilled adjustments, which were incurred under this Agreement, and substantiated with complete documentation detailing specific adjustments.

4.2.3.5 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;

- + charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.

- + charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.

Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

4.2.3.6 In compliance with OBF issue 1141, reciprocal compensation charges will be identified as the jurisdiction of 'Local' and not as interstate, or intrastate, on each bill where 'Jurisdiction' is identified. IntraLATA toll charges will be identified as Intrastate/IntraLATA or Interstate/IntraLATA (limited states) on each bill where jurisdiction is identified. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.3.7 BellSouth shall separately identify business charges from residence charges, as applicable for resale, in a Connectivity Bill. In addition, BellSouth shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on a Connectivity Bill.

4.2.4 On Connectivity Bills BellSouth renders to MCIm, BANs will be 13 alpha/numeric characters. The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, deleting, or transferring services between BANs. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. BellSouth shall deliver to MCIm all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. MCIm shall deliver to BellSouth all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.

4.2.5 Measurement of minutes of use will be in actual conversation seconds for those services that are billed based on conversation seconds. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the next whole minute for UNEs, and rounded to the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the BellSouth's underlying retail tariff.

4.2.6 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding Connectivity Bills or that may arise during the implementation and performance of the obligations of this Section 4. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

4.2.7 Official Bill. Each Party receiving bills shall indicate to the other Party a primary and secondary form of official bills sent by the other Party. The official bill will take precedence over any bill received via a different medium. In addition, BellSouth shall make available for its secondary billing media microfiche, CD ROM, and magnetic tape, but in no event paper. Charges for secondary bills are as set forth in Attachment 1 of this Agreement. Notwithstanding any other provision of this subsection 4.2.7, until MCIIm converts its billing system from a paper medium, it shall provide its bills only on paper.

4.2.8 Additional Copies. If either party requests an additional copy(ies) of a bill, such party shall pay the other party, at rates set forth in Attachment 1 of this Agreement, for such additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

4.2.9 Electronic Bills. BellSouth will send Connectivity Bills to MCIIm via CONNECT:Direct as the primary medium for delivery. BellSouth may elect, with agreement from MCIIm, to deliver Connectivity Bills via secondary media, such as CD ROM, diskette, microfiche, or magnetic tape. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCIIm shall provide BellSouth process specifications. BellSouth shall comply with MCIIm's processing specifications when BellSouth transmits a Connectivity Bill to MCIIm. MCIIm shall provide to BellSouth notice if a Connectivity Billing transmission is received that does not meet MCIIm's specifications. This transmission will be corrected and resubmitted to MCIIm, at BellSouth's sole expense, in a form that can be processed. The payment due date for resubmitted transmissions will be thirty-five (35) days after the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.2.9.1 BellSouth shall deliver to a location specified by MCIIm, billing information via CONNECT:Direct, magnetic tape, CD ROM or microfiche.

4.2.10 Billing Cycle. Subject to the terms of this Section 4, including, but not limited to, subsection 4.2.12, each party shall pay the other party

within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday, payment shall be made the next business day. In the event of an emergency, system failure or other such condition that prevents BellSouth from transmitting via CONNECT:Direct, BellSouth shall notify MCIIm of such difficulties within forty-eight (48) hours of detection. BellSouth shall deliver to a location specified by MCIIm, billing information via magnetic tape or paper, as agreed to by MCIIm and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

4.2.11 Late Payment Charges. Amounts not paid within thirty (30) calendar days after the Bill Date are considered past due and subject to the following late payment provisions:

4.2.11.1 A late payment charge may be applied, if: (i) no payment is received by the billing Party; (ii) a partial payment of the amount due is received by the billing Party after the payment due date; or (iii) payment is received by the billing Party in funds that are not immediately available to the billing Party. The late payment factor will be an amount equal to the lesser of:

4.2.11.1.1 The highest interest rate that may be levied by law for commercial transactions, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.2.11.1.1.1 For resale and unbundled network elements, 1.5 % per month of the unpaid balance;

4.2.11.1.1.2 For access and local interconnection, 0.00059%, compounded daily, of the amount due.

4.2.12 Billing Disputes. The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim.

4.2.12.1 Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

4.2.12.2 In the event of such Notice of Discrepancy, the parties shall use best efforts to resolve the discrepancy within one hundred twenty (120) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.2.12.3 Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within six (6) months of the Bill Date. The billing period being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

4.2.12.3.1 If the dispute is resolved in favor of billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

4.2.12.3.2 If the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in subsection 4.2.11, unless the billing party has failed to provide the billing information required by this Attachment.

4.2.12.3.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party will receive a credit from the billing Party for the disputed amount plus interest at the rate set forth in subsection 4.2.11 of this Attachment.

4.2.12.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.2.12.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.2.12.4.2. If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution

4.2.12.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 22 (Dispute Resolution Procedures) of Part A of this Agreement.

4.2.12.5 Every Dispute Notification shall contain a unique tracking number assigned by the Party issuing the Dispute Notification. If the OBF adopts a guideline for documentation of a billing dispute, the Parties shall comply with such guideline and any other requirements agreed to by the Parties. Until such a guideline is adopted, sufficient documentation may consist of, but is not limited to, the following information, where the information is relevant to the dispute and available to the disputing Party:

4.2.12.5.1 The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the disputing Party's belief that the bill is incorrect;

4.2.12.5.2 The type of usage (i.e., originating or terminating);

4.2.12.5.3 The end office where the minutes of use originated or terminated (if applicable);

4.2.12.5.4 The number of minutes in dispute;

4.2.12.5.5 The billing account number(s) (BANs);

4.2.12.5.6 The dollar amount in dispute;

4.2.12.5.7 The date of the Connectivity Bill(s) in question;

4.2.12.5.8 Circuit number or complete system identification and DS3 system identification if the dispute concerns a connecting facility assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) may also be provided;

4.2.12.5.9 Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the disputing Party believes is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why it believes this to be incorrect (not received, not

ordered, incorrect rate, etc.). For order activity disputes, documentation may include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification may also be provided; or

4.2.12.5.10 Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party would assist in resolving the dispute, the other Party may request that the disputing Party provide this information. The request for the additional information will not affect the Dispute Date established by this subsection 4.2.12.

4.2.12.6 The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing Party's favor to the disputing Party's bill, including the interest on the disputed amount, as appropriate.

4.2.13 Each Party shall credit the other Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate Section of the Connectivity Bill pursuant to CABS BOS guidelines.

4.2.14 Recording. The Parties will record call information in accordance with this Section 4. Each Party will record call detail information associated with calls as follows:

4.2.14.1 For terminating interconnection minutes of use, each Party will calculate the terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recording made within each Party's network and use these recordings as the basis for its Connectivity Bills to the other Party.

4.2.14.2 The records described below will be provided at a Party's request and will be formatted pursuant to Section 5 of this Attachment, Bellcore (Telcordia)'s EMI standards, and the requirements of this Section 4. These records will be transmitted to the other Party daily in EMI format via CONNECT:Direct. BellSouth and MCIIm will retain, at each Party's sole expense,

copies of all EMI records transmitted to the other Party for at least ninety (90) days after transmission to the other Party.

4.2.15 BellSouth shall be responsible for billing and collecting charges from IXC's for access related to interexchange calls generated by resale subscribers.

4.2.16 Data Quality. BellSouth agrees that if it transmits data to MCIm in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS BOS guidelines but which are necessary for MCIm to process Connectivity Billing information and data:

4.2.16.1 The Bill Date shall not contain spaces or non-numeric values.

4.2.16.2 Each Connectivity Bill must contain at least one detail record.

4.2.16.3 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

4.2.16.4 The Invoice Number must not have embedded spaces or low values.

4.2.16.5 The BAN must not have any embedded spaces or low values.

4.2.17 At least thirty (30) days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to MCIm Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of CABS BOS guidelines. After the receipt of the test data from BellSouth, MCIm will notify BellSouth at least ten (10) days prior to the software implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CABS BOS guidelines, BellSouth shall make the necessary corrections prior to implementation to meet such standards or guidelines.

4.2.18 Nonpayment.

4.2.18.1 Absent a good faith billing dispute, if payment of account is not received by the bill day in the month after the original bill

day, the billing Party may provide written notice to billed party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, BellSouth may deny, disconnect, discontinue, or refuse applications for, service only in those instances in which MCIIm does not dispute the bill, and only for those services for which MCIIm has not made payment; provided however, that in the event of a billing dispute, MCIIm shall provide BellSouth with written documentation of the billing dispute which clearly shows the basis for MCIIm's dispute of the charges. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

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

4.2.18.3 If payment is not received or arrangements made for payment by the date given in the written notification, MCIIm's services may be discontinued. Upon discontinuance of service on MCIIm's account, service to MCIIm's End Users will be denied. BellSouth will also reestablish service at the request of the End User or MCIIm upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MCIIm is solely responsible for notifying the end user of the proposed disconnection of the service.

4.2.18.4 If within fifteen (15) days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

4.3 Billing Tapes

4.3.1 In emergency situations when tape transmittal has been used for billing tapes BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping

container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

4.3.2 All emergency billing data transmitted via tape must be provided on a cartridge tape and must be of high quality, conform to the parties' record and label standards, 18-track, odd parity, 6,250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIIm also reserves the right to replace a tape with one of equal or better quality.

4.3.3 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	bytes (fixed length)
Blocking factor	records per block
Block size	bytes per block
Labels	Standard IBM Operating System

4.3.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four-digit Originating Company Code ("OCN") and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

4.3.5 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.3.6 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

4.3.7 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm.

4.3.8 BellSouth shall use mutually agreed upon test & production dataset formats.

4.3.9 The file format (block size, record size, etc.) will be mutually agreed upon by the parties.

4.3.10 MCIm will have no responsibility to return tapes delivered to MCIm.

4.4 Connectivity Billing and Recording Interface Performance and Management. Consistent with Attachment 10 of this Agreement, the Parties will comply with the performance measurements and reporting for transactions passed over the electronic Connectivity Billing and Recording interface.

Section 5. Customer Usage Data

5.1 Provision of Customer Usage Data

BellSouth shall provide MCIm with billing records in accordance with EMI standards and should evolve with any changes to the EMI standards.

5.1.1 BellSouth shall provide MCIm with all Customer usage data and related information and functionalities as set forth in this Section 5 via CONNECT:Direct, to a location designated by MCIm, unless otherwise agreed by the Parties.

5.1.2 Left Blank Intentionally

5.1.3 BellSouth Software Changes:

5.1.3.1 When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated BellSouth personnel shall notify MCIm no

less than one hundred and twenty (120) calendar days before such changes are implemented. Such software changes must be consistent with EMI standards, unless the change is agreed to by both parties.

5.1.3.1.1 If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to MCIm, BellSouth shall notify MCIm. BellSouth and MCIm agree to comply with changes in EMI standard as they from time to time occur.

5.1.3.2 MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with BellSouth and shall arrange to have the data tested utilizing the modified software.

5.1.3.3 BellSouth shall provide a test file to MCIm with the software changes thirty (30) days in advance of the conversion to verify that the data can be processed.

5.1.3.4 Upon receipt of the ILEC test file, MCIm will process and verify that the file conforms to its data center requirements within five (5) business days.

5.1.3.5 If MCIm encounters problems with the test file, the BellSouth SPOC shall respond to MCIm's inquiry within 24 hours, and provide a corrected file within five (5) working days, after the inquiry.

5.1.4. Upon receipt of BellSouth's corrected test file, MCIm will process the file and verify in writing that it conforms to its data center requirements within five (5) business days.

5.1.4.1 BellSouth shall communicate the projected changes to the single point of contact in MCIm so that potential impacts on MCIm processing can be determined.

5.1.5 MCIm Requested Changes:

5.1.5.1 MCIm may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCIm. The requested change must be within the

constraints of EMI industry standard requirements unless mutually agreed upon by the parties.

5.1.5.1.1 When the negotiated changes are to be implemented, MCIm and/or BellSouth shall arrange for testing of the modified data in a mutually-agreed Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCIm and the methods of transmission for that data.

5.1.6 The Parties will address BellSouth system changes as follows:

5.1.6.1 For a BellSouth system change, BellSouth shall provide MCIm with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

5.1.6.2 Changes to controls: MCIm may request changes to the control structure. BellSouth Requested control changes will be negotiated.

5.1.6.2.1 MCIm shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCIm shall notify BellSouth in writing of proposed change negotiations initiated by MCIm. These written notifications will be directed to the single point of contact for the respective companies.

5.1.6.2.2 After formal notification of planned changes, whether originated by BellSouth or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

5.1.6.2.3 In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with BellSouth.

5.1.6.3 Verification Of Changes. MCIm may request changes to the control structure. BellSouth shall comply with the requested changes.

5.1.6.3.1 Based on the detailed description of changes furnished by BellSouth, MCIm and BellSouth personnel shall:

- ❖ Determine the type of change(s) to be implemented.
- ❖ Develop a comprehensive test plan.
- ❖ Negotiate scheduling and transfer of modified data with BellSouth.
- ❖ Negotiate testing of modified data with appropriate MCIm RPC.
- ❖ Negotiate processing of verified data through the MCIm billing system.
- ❖ Confirm that test data is verified and acceptable by both BellSouth and MCIm.

5.1.6.4 Introduction of Changes: When all of the testing requirements have been met and the results reviewed and accepted, designated MCIm and BellSouth personnel will:

- ❖ Negotiate an implementation schedule.
- ❖ Verify the existence of a contingency plan with the appropriate MCIm personnel.
- ❖ Arrange for the follow-up review of changes with appropriate MCIm personnel.
- ❖ Arrange for appropriate changes in control program, if applicable.
- ❖ Arrange for long-term functional review of the impact of changes on the MCIm billing system, i.e. accuracy, timeliness, and completeness.

5.1.7 Charges

5.1.7.1 BellSouth shall charge for usage records at the rates set forth in Attachment 1.

5.1.7.2 No charges shall be assessed for usage records associated with incomplete call attempts, nor will records associated with call attempts be delivered to MCIm for calls which originate from lines purchased by MCIm for resale.

5.1.8 Testing

5.1.8.1 Periodic Review: Control procedures for all usage transferred between BellSouth and MCIIm shall require periodic review. This review may be included as part of an annual audit of BellSouth by MCIIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCIIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIIm and BellSouth.

5.2 General Requirements and Functions

5.2.1 ATIS Standards. Consistent with Section 1 of this Attachment 8, BellSouth shall comply with OBF standards and guidelines and the additional standards outlined in this Section 5 when recording and transmitting Recorded Usage Data.

5.2.1.1 BellSouth shall comply with EMI industry standards in delivering customer usage data to MCIIm.

5.2.1.2 BellSouth shall provide MCIIm with Recorded Usage Data in accordance with the provisions of Section 4 of this document.

5.2.2 Content of Recorded Usage Data. BellSouth shall provide, at MCIIm's request, copies of all usage and detail information on MCIIm customers. This information will be provided to the MCIIm designated billing locations. Recorded Usage Data includes, but is not limited to, the following categories of information:

5.2.2.1 Completed Calls

5.2.2.2 Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own End User billing).

5.2.2.3 Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth

5.2.2.4 Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIIm Subscriber

5.2.2.5 Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIm's Local Service Subscriber and usage is billable to an MCIm account.

5.2.2.6 For BellSouth-Provided MULTISERV Service,

5.2.2.7 Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

5.2.2.8 Recording of completed calls which BellSouth does not record for its own service offerings (e.g., flat rate free calling area service)

5.2.2.9 However, MCIm may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIm for resale.

5.2.3 Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCIm for a minimum of ninety (90) calendar days. BellSouth shall provide any data back-up to MCIm upon the request of MCIm within the record retention interval and at the rates set forth in Attachment 1.

5.2.4 BellSouth shall provide to MCIm Recorded Usage Data for MCIm subscribers. BellSouth shall not submit other carrier local usage data as part of the MCIm Recorded Usage Data.

5.2.4.1 BellSouth shall bill to MCIm any recurring or non-recurring charges appropriate based on the Local Service Requests submitted to the BellSouth by MCIm.

5.2.5 At the same time as the monthly bill is transmitted, BellSouth shall send a separate file summarizing all of MCIm's usage-sensitive messages which are contained in BellSouth's suspense files and unbilled files.

5.2.6 Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. Where a dial-up facility is required, dial circuits will be installed

in the BellSouth data center by BellSouth and the associated charges assessed to MCIIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIIm will be the responsibility of MCIIm.

5.2.7 Single Point of Contact. Each Party will provide the other with a single point of contact to respond to call usage, data error, or record transmission inquiries and for receiving transmitted Recorded Usage Data, or receiving Recorded Usage Data tapes from a courier service in the event of a facility outage.

5.2.8 Audits. Without waiver of, and in addition to the Audit and Examination rights in Section 21 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIIm or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the usage data to MCIIm under this Attachment.

5.2.9 RAO Hosting

5.2.9.1 If MCIIm requests that BellSouth act as the Regional Accounting Office ("RAO") host, then BellSouth will provide, as the RAO host, Calling Card and Third Number Settlement System (CATS) and Non-Inter-company Settlement System ("NICS") services provided to MCIIm by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

5.2.9.2 MCIIm shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

5.2.9.3 Applicable compensation amounts will be billed by BellSouth to MCIIm on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

5.2.9.4 MCIIm must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDs) interfacing host, require written notification from MCIIm to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time

necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of MCIm and will coordinate all associated conversion activities.

5.2.9.5 BellSouth will receive messages from MCIm that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

5.2.9.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from MCIm.

5.2.9.7 All data received from MCIm that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

5.2.9.8 All data received from MCIm that is to be placed on the CMDs network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

5.2.9.9 BellSouth will receive messages from the CMDs network that are destined to be processed by MCIm and will forward them to MCIm on a daily basis.

5.2.9.10 Transmission of message data between BellSouth and MCIm will be via CONNECT:Direct.

5.2.9.11 All messages and related data exchanged between BellSouth and MCIm will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

5.2.9.12 MCIm will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

5.2.9.13 Should it become necessary for MCIm to send data to BellSouth more than sixty (60) days past the message date(s), MCIm will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and MCIm to notify all affected Parties.

5.2.9.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or MCIm) identified and agreed to, the company responsible for creating the data (BellSouth or MCIm) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data in accordance with subsection 5.2.10 of this Attachment. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

5.2.9.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from MCIm, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify MCIm of the error condition. MCIm will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, MCIm will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

5.2.9.16 In association with message distribution service, BellSouth will provide MCIm with associated inter-company settlements reports (CATS and NICS) as appropriate.

5.2.9.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

5.2.9.18 RAO Compensation

5.2.9.18.1 Rates for message distribution service provided by BellSouth for MCIIm are as set forth in Attachment 1 of this Agreement.

5.2.9.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 1 of this Agreement.

5.2.9.18.3 Each Party will be responsible for all equipment, including modems and software, that is required on their side of the data circuit.

5.2.9.19 Inter-company Settlements Messages

5.2.9.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by MCIIm as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between MCIIm and the involved company(ies), unless that company is participating in NICS.

5.2.9.19.2 Both traffic that originates outside the BellSouth region by MCIIm and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by MCIIm, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by MCIIm, involves a company other than MCIIm, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

5.2.9.19.3 Once MCIIm is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.

5.2.9.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or

assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCIm on a monthly basis.

5.2.9.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCIm on a monthly basis.

5.2.9.19.6 BellSouth will collect the revenue earned by MCIm from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf on MCIm. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.2.9.19.7 BellSouth will collect the revenue earned by MCIm within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5.2.10 Lost Data

5.2.10.1 Loss of Recorded Usage Data - In the event MCIm Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by BellSouth in its

performance of the recording function, upon MCIm's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCIm. In the event the data cannot be recovered by BellSouth, BellSouth and MCIm shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCIm. This estimate shall be used to adjust amounts MCIm owes BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this subsection.

5.2.10.2 The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four (4) Mondays) in the most recent month for which MCIm supplied data to BellSouth before the day of loss, except:

5.2.10.2.1 If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four (4) Sundays of the most recent month for which MCIm supplied data to BellSouth before the day of loss;

5.2.10.2.2 If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if available from the data supplied by MCIm to BellSouth before the day of loss); and

5.2.10.2.3 If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

5.2.11 Core Billing Information

5.2.11.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCIm with unrated EMI records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be

included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

5.2.11.2 BellSouth shall provide rated EMI records only when explicit consent for sending such records has been obtained from MCIm. The following records shall be rated by BellSouth:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Subscriber credit

5.2.11.3 Data Delivery Schedules: Data shall be delivered to MCIm by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCIm and/or BellSouth Data Center holidays are excluded. BellSouth and MCIm shall exchange schedules of designated Data Center holidays.

5.2.12 Supporting Billing Information

5.2.12.1 Returned Long Distance Messages and Invoices

5.2.12.1.1 BellSouth shall return message records or invoices to MCIm for messages or invoices which cannot be billed to a BellSouth End User because BellSouth no longer serves the End User for the associated messages or invoices as a result of the End User telephone number being served by another LEC/CLEC. BellSouth will return Interexchange Carrier ("IXC") messages as misdirected if BellSouth no longer serves the End User.

5.2.12.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMI format using the OBF-agreed return code 50, unless otherwise negotiated with MCIm.

5.2.12.1.3 Additional return codes to be used for return designations are as follows:

- 81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.
- 82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.
- 83 - field is designated as numeric field contains non-numeric values.
- 84 - message is terminating to number that has NPA 900

5.2.12.1.4 The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the End User through resale or portability at the time the invoice or message is returned.

5.2.12.1.5 Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.

01-XX-XX record:	positions 168-171
01-51-21 record:	positions 125-128
01-51-24 record:	positions 187-190
41-XX-XX record (detail):	positions 168-171
41-50-XX record (summary):	positions 154-157
42-50-XX record (summary):	positions 154-157

5.2.12.2 Interim Number Portability. BellSouth shall provide MCIm call detail records identifying each IXC which are sufficient to allow MCIm to render bills to IXCs for calls IXCs place to ported numbers in the BellSouth network which the BellSouth forwards to MCIm for termination.

5.2.12.3 MCIm shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the terms of this Agreement. BellSouth shall provide to MCIm the Electronic Message Interface ("EMI") for all calls in a daily electronic CONNECT:Direct feed or magnetic tape, as specified by MCIm, for MCIm customers.

5.2.13 Product/Service Specific

5.2.13.1 BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.14 Emergency Information

5.2.14.1 MCIm shall arrange transport facilities for the NDM services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.

5.2.14.2 BellSouth shall comply with the following standards when emergency data is transported to MCIm on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCIm and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal
Interchange Code (EBCDIC)
External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

5.2.15 Rejected Recorded Usage Data

5.2.15.1 If MCIm should encounter significant volumes of errored messages that prevent processing by MCIm within its systems, BellSouth will work with MCIm to jointly determine the source and appropriate error resolution.

5.2.15.2 BellSouth must return EMI records to IXCs with the OBF standard message reject code which indicates that BellSouth no longer serves the End User and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the End User.

5.2.15.3 Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between BellSouth and MCIm.

5.2.16 Interfaces

5.2.16.1 BellSouth shall transmit formatted Recorded Usage Data to MCIIm via NDM as designated by MCIIm.

5.2.16.2 MCIIm shall notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

5.2.16.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIIm within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCIIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

5.2.16.6 The data will be packed using ATIS EMI records.

5.2.17 Formats & Characteristics

5.2.17.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

5.2.17.2 EMI: BellSouth shall provide Recorded Usage Data in the EMI format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIIm. The following is a list of EMI records that MCIIm can expect to receive from BellSouth:

Header Record	20-20-01
Trailer Record	20-20-02
Detail Records *	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being cancelled is unrated)

Correction Records 71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

In addition, BellSouth shall provide a 01-01-18 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.17.3 BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMI records.

5.2.17.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls.

5.2.17.5 The file's Record Format (RECFM) shall be Variable Block with 175-character EMI record, plus modules if appropriate.

5.2.17.6 Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIm may elect to require BellSouth to sort PACKS in accordance with MCIm specifications at a later date.

5.2.17.7 BellSouth shall transmit the usage to MCIm using data set naming conventions prescribed by MCIm.

5.2.17.8 Carrier access service records shall be mutually agreed to by both parties.

5.2.18 Controls

5.2.18.1 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

5.2.18.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number

17-19	Interfacing Bell RAO Code
20-23	MCIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

5.2.18.3 Control Reports: MCIm accepts input data provided by BellSouth in EMI format in accordance with the requirements and specifications detailed in this Section 5 of Attachment 8. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

5.2.18.4 Control Reports - Distribution: Since BellSouth is not receiving control reports, dataset names shall be established during detailed negotiations.

5.2.18.5 Message Validation Reports: MCIm shall provide the following once (1) per day (or as otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports shall be provided for all data received within BellSouth Local Resale Feed and shall be transmitted Monday through Friday.

5.2.18.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

BellSouth Name
Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred and accepted within a pack
Reseller Total Packs processed

5.2.18.7 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

5.2.19 Standards

5.2.19.1 When requested by MCIm for security purposes, BellSouth shall provide MCIm with Recorded Usage Data within two (2) hours of call completion. If not available in EMI format, the Recorded Usage Data may be provided in AMA format.

5.2.19.2 BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMI call record where Technically Feasible.

5.2.19.3 End User subscriber usage records and station level detail records shall be in packs in accordance with EMI standards.

5.2.19.4 BellSouth shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

5.2.19.5 BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIm.

5.2.20 Performance Measures. BellSouth shall comply with the usage file performance measures, if any, as set forth in Attachment 10.

Section 6. Maintenance and Repair

6.1 Provision of Maintenance and Repair

6.1.1 BellSouth shall provide MCIm use of BellSouth's maintenance and repair OSS Function by providing MCIm the information, data, processes, and functionalities via an Application-to-Application interface as set forth in this Attachment. BellSouth shall maintain this interface, including, but not limited to, the data connections, at Parity.

6.1.2 The Application-to-Application interface referenced in subsection 6.1.1 above (Electronic Communications Trouble Administration, "ECTA") will allow MCIm personnel to perform the following functions for MCIm Customers: (i) enter trouble reports in the BellSouth maintenance systems for an MCIm Customer; (ii) retrieve and track current status on all MCIm Customer trouble reports entered via ECTA; (iii) receive "estimated time to repair" ("ETTR") on a Real Time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; (v) conduct metallic line or other tests at the same level as BellSouth trouble handling personnel; and (vi) receive automated notification of trouble closure in

conformance with the specifications detailed in the MCIm Electronic Bonding Functional Requirements and Design document version 5.0 and the MCIm/BellSouth joint implementation agreement document.

6.1.3 BellSouth shall provide to MCIm maintenance and repair business processes, as well as the technical and systems maintenance and repair interfaces at Parity and on a nondiscriminatory basis. BellSouth shall comply with the applicable performance measurements set forth in Attachment 10, and as required by law.

6.1.3.1 Neither Party shall knowingly deploy or maintain any circuits, facilities or equipment that:

6.1.3.1.1 Interferes with or impairs service over any facilities of the other Party or a third party, in excess of interference or impairment explicitly permitted by Applicable Law or national standards;

6.1.3.1.2 Causes damage to the other Party's plant or collocation Premises;

6.1.3.1.3 Creates unreasonable hazards to any person;

6.1.3.1.4 Compromises the privacy of any communications, unless otherwise authorized by tariffs or Applicable Law.

6.1.3.2 Neither Party shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by the other Party, other than by connection or disconnection to any interface means used, except with the consent of the other Party. Provided, however, that a Party discovering an immediate threat of serious physical damage to property or injury to person may take whatever measures that Party deems reasonably necessary to remove the threat.

6.1.3.3 Each Party shall notify the other of situations that arise that may result in a service problem for the other Party. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of subsection 6.1.3.1, the determining Party shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within 48 hours. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If the Parties determine that the violation cannot be cured within 48 hours, at a minimum the curing Party shall commence curative measures within 24

hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

6.1.3.4 For all repair requests, each Party shall prescreen troubles prior to referring the trouble to the other Party.

6.1.3.5 Each Party may bill the other Party for referring a trouble that requires a dispatch outside of the central office and is found not to be in the network of the Party to whom the trouble was referred, pursuant to its standard time and material charges. The standard time and material charges will be no more than what the Party normally would charge for the same services.

6.1.4 BellSouth's repair bureau shall conform to the performance requirements set forth in this Attachment when providing maintenance and repair services to MCIm.

6.1.4.1 BellSouth shall provide MCIm with the capability to open trouble tickets, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the relevant premises, obtain status, and receive completion information. BellSouth shall handle MCIm troubles at Parity and shall not require MCIm technicians to perform any task beyond the metallic line testing required to isolate troubles within BellSouth's network. BellSouth shall provide electronically bonded access to MCIm to perform the metallic line testing.

6.1.4.2 If BellSouth misses the "estimated time to restore", BellSouth shall use its best efforts to notify MCIm in a timely manner.

6.1.4.3 Telephone Service Priority. Upon receipt of a request from MCIm containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, BellSouth shall identify the account with this code. BellSouth will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

6.1.4.4 BellSouth will make repair service available to MCIm personnel 24 hours a day, seven (7) days a week.

6.2 General Business Requirements and Functions

6.2.1 Each Party will be the single point of contact for all repair calls on behalf of its End Users. The Parties agree to provide one another with toll-free contact numbers for such purposes.

6.2.2 BellSouth shall dispatch maintenance personnel for MCIm Customers on the same schedule that BellSouth provides for its own Customers. BellSouth shall dispatch BellSouth technicians to MCIm-designated premises upon request by MCIm.

6.2.3 MCIm shall handle all interactions with MCIm subscribers including all calls regarding service problems, establishing appointments pursuant to this Section, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIm. BellSouth may contact MCIm End Users for the express purpose of performing routine maintenance on BellSouth's network (e.g., to notify an End User of tree trimming operations).

6.2.4 Where BellSouth provides the switching, BellSouth agrees to provide scheduled maintenance for residential and small business subscribers, consisting of cable throws, performed with test sets which prevent the subscribers' services from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to the cut. Central office conversions shall be publicized through the media and will occur after midnight and before 4:00A.M, unless MCIm is notified in writing (via e-mail or other medium and via web posting).

6.2.5 BellSouth shall provide MCIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures, for all Services provided to MCIm under this Agreement that it currently provides for maintenance of its own network at a level of quality which is at Parity.

6.2.6 Disaster Recovery. The Parties shall adhere to the Disaster Recovery Plan set forth in Appendix 1 of this Attachment.

6.2.7 Adverse Trend Analysis. BellSouth will work cooperatively with MCIm to identify the source of, and correct, adverse trends identified through the performance measurements set forth in Attachment 10 of this Agreement. BellSouth will report to MCIm the cause for the adverse trend and BellSouth's measures to correct the same. For trends that are not

corrected, MCIm may request, and BellSouth shall perform, at Parity, a root cause analysis on the trend, and provide the details of that analysis to MCIm.

6.2.8 BellSouth shall supply MCIm with a unique number, which may be the customer's actual number, to identify each MCIm initial trouble report opened. For repeat trouble reports, if the previous trouble was within a thirty (30) day period, the report will be flagged as a repeat report automatically.

6.2.9 Where BellSouth provides switching, MCIm may request, and BellSouth shall provide, selective call routing, at the rates set forth in Attachment 1 of this Agreement, that will enable MCIm subscriber calls to "611" to be routed to the MCIm repair center.

6.2.10 MCIm may open a trouble report at any time for any circuit ID for which BellSouth has previously submitted a completion notice for a service request. In addition, MCIm may open a trouble report where a previous report for the same circuit ID has been closed by BellSouth. MCIm may escalate to BellSouth to the last level of escalation occurring on the closed report.

6.2.11 BellSouth shall notify MCIm upon completion of a trouble report. The report shall not be closed until the trouble is resolved and notification is received by MCIm.

6.2.12 BellSouth shall permit MCIm to call BellSouth to verify central office features and functions as they relate to an open trouble report. BellSouth agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

6.2.13 BellSouth shall proactively advise MCIm of any central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of any inquiry or trouble report. BellSouth shall notify MCIm of switch failures pursuant to the Disaster Recovery Plan in Appendix 1 of this Attachment.

6.2.14 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports.

6.2.15 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the customer.

6.2.15.1 BellSouth employees or contractors shall present the customer with an unbranded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

6.2.15.2 If additional premises work is required that cannot be performed on that visit, BellSouth shall call MCIm to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that MCIm can schedule a new appointment with BellSouth and Customer at the same time.

6.2.15.3 The BellSouth employees or contractors who perform maintenance and repair shall obtain the Customer's signature on a form, and use the signed form to input maintenance charges into the BellSouth repair and maintenance database. These charges will include any charges for inside wiring work by BellSouth employees or contractors.

APPENDIX 1
ATTACHMENT 8

***1999
BELLSOUTH
DISASTER RECOVERY PLANNING***

for

CLECS

April 7, 2000

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

2.0 SINGLE POINT OF CONTACT

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

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

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for MCI Worldcom Local Switch Control Center, is 1-888-722-9266.

3.0 IDENTIFYING THE PROBLEM

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

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

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES.

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or

not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE.

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be

required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) place specialists and emergency equipment on notice;
- b) inventory the damage to determine what equipment and/or functions are lost;
- c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

- a) place specialists and emergency equipment on notice;
- b) inventory the damage to determine what equipment and/or functions are lost;
- c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

- f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

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

- a) placing specialists and emergency equipment on notice;
- b) inventorying the damage to determine what equipment and/or functions are lost;
- c) moving containerized emergency equipment to the stricken area, if necessary;
- d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited,

BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS.

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

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ATTACHMENT 9 ANCILLARY SERVICES

Section 1. Basic 911/E911

1.1. Basic 911 and E911 General Requirements.

1.1.1. BellSouth shall provide MCIm with access to 911 and E911.

1.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.1.3 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/Data Base Management System (ALI/DBMS) and the E911 tandem switch, to determine to which Public Safety Answering Point (PSAP) to route the call.

1.1.4 If BellSouth develops and makes available to its customers any other type of 911 service (e.g., advanced intelligent network 911) BellSouth shall make such service available to MCIm at rates that will be negotiated at the time the service is made available.

1.1.5 BellSouth shall provide to MCIm, where available, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. Such information shall be used solely for purposes of handling emergency calls.

1.1.6 BellSouth shall use its best efforts to provide to MCI all changes, alterations, modifications, and updates to the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXX's as soon as such changes occur. BellSouth shall provide such information at Parity.

1.1.7 Basic 911 and E911 functions provided to MCI shall be at least at parity with the support and services that BellSouth provides to its subscribers for such similar functionality.

1.1.8 Descriptions, signaling, trunking and ordering interfaces for 911/E911 are set forth in this Agreement.

1.2. Basic 911 and E911 Access from Local Switching

1.2.1 Basic 911 and E911 access from Local Switching shall be provided to MCI in accordance with the following:

1.2.1.1 The Parties shall comply with all applicable laws and regulations concerning emergency services.

1.2.1.2 For E911, BellSouth shall receive data from MCI electronically. An ALI/DBMS discrepancy report listing errors detected by BellSouth will be faxed to MCI promptly. MCI will transmit daily update files for "batch" processing within twenty-four (24) hours of receipt of a fax transmission of errors.

1.2.2 In government jurisdictions where BellSouth has obligations under existing agreements as the primary provider of the 911 Service to the county, MCI shall participate in the provision of the 911 Service as follows:

1.2.2.1 Each party shall be responsible for those network portions of the 911 Service for which it has control, including any necessary maintenance to each party's portion of the 911 Service.

1.2.2.2 Where BellSouth is the host Telco, BellSouth shall be responsible for maintaining the E-911 database including validating MCI updates against the Master Street Address Guide ("MSAG") and posting valid updates to E911 database. Errors will be returned to MCI for correction and transmission of valid updates.

1.2.2.3 MCI may verify the accuracy of information regarding MCI Customers in the ALI/DBMS database using methods and procedures mutually agreed to by the Parties.

1.2.3 If a third party is the primary service provider to a government agency, MCI shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCI are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.

1.2.4 If MCI or its Affiliate is the primary service provider to a government agency, MCI and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

1.2.5 BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

1.2.5.1 BellSouth shall update the ALI/DBMS Database with MCI data in an interval no less than is experienced by BellSouth subscribers, or than for other carriers, whichever is faster, at no additional cost.

1.2.6 BellSouth shall provide to MCI, at the rates set forth in Attachment 1 of this Agreement, the necessary Network Elements and services in order for MCI to provide E911/911 services to governmental agencies in accordance with the requirements of this Agreement.

1.3 Basic 911 and E911 Database Requirements

1.3.1 The telephone number ("TN") data is managed in ALI/DBMS by BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

1.3.2 Copies of the MSAG shall be provided within ten (10) business days from the time requested and provided on CD-ROM or such other medium as the Parties may agree.

1.3.3 MCI shall be solely responsible for providing MCI database records to BellSouth for inclusion in BellSouth's ALI/DBMS database on a timely basis.

1.3.4 BellSouth and MCI shall arrange for the automated input and periodic updating of the E911 database information related to MCI End Users as stated in the BellSouth E911 Local Exchange Carrier Guide for Facility Based Providers. BellSouth shall work cooperatively with MCI to ensure the accuracy of the data transfer by verifying it against MSAG.

1.3.5 MCI shall assign an E911 database coordinator charged with the responsibility of forwarding MCI end user ALI/DBMS record information to BellSouth or via a third-party entity, charged with the responsibility of ALI/DBMS record transfer. MCI assumes all responsibility for the accuracy of the data that MCI provides to BellSouth.

1.3.6 Automatic Location Identification/Data Base Management System (ALI/DBMS). The ALI/DBMS Database contains subscriber information (including name, address, telephone information, and sometimes special information from the local service provider or subscriber) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DBMS database is used to provide more routing flexibility for E911 calls than Basic 911. This subsection 1.3.6 supplements the requirements for SCPs/Databases set forth in the technical references in Attachment 3, Appendix 1 of this Agreement. BellSouth shall provide the Emergency Services Database in accordance with the following:

1.3.6.1 Technical Requirements

1.3.6.1.1 BellSouth shall provide error reports from the ALI/DBMS database to MCI after MCI inputs information into the ALI/DBMS database. Where BellSouth provides local switching or resold services to MCI, MCI may utilize BellSouth to enter through the service order process subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. With either ALI/DBMS update method, BellSouth shall provide the ability for MCI to update ALI/DBMS database with End User information for lines that have been ported via INP or LNP.

1.3.6.1.2 The ALI/DBMS database shall contain the following subscriber information:

1.3.6.1.2.1 Name;

1.3.6.1.2.2 Address;

1.3.6.1.2.3 Telephone number; and

1.3.6.1.2.4 Other information as BellSouth deems appropriate

1.3.6.1.3 When BellSouth is responsible for administering the ALI/DBMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless MCI requests otherwise and shall be updated if MCI requests.

1.3.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local subscriber and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the ALI/DBMS database by the Party that enters subscriber information into the database for that subscriber.

1.3.6.1.5 MCI's End User records will be updated in the ALI/DBMS via the ALI/DBMS electronic interface. The ALI/DBMS and selective router databases will be subsequently updated via the ALI/DBMS once MCI's End User records are updated in the ALI/DBMS. The ALI/DBMS will send completion information back to the electronic interface for retrieval by MCI.

1.3.6.2 Interface Requirements

1.3.6.2.1 The interface between the E911 Switch or Tandem and the ALI/DBMS database for MCI subscribers shall meet industry standards.

1.3.6.2.2 911 Trunking Arrangements

1.3.6.2.2.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable and efficient Interconnection of MCI's systems to BellSouth's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.2 MCI shall order, and BellSouth shall provision, a minimum of two dedicated one-way trunks with either MF or SS7 signaling, as available, at the DS-0 level (at a minimum), from MCI's Central Office to each BellSouth

911/E911 selective router (e.g., 911 Tandem Office) that serves the areas in which MCI provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (“911 Interconnection Trunk Groups”).

1.3.6.2.2.3 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

1.3.6.2.2.4 At MCI’s request, BellSouth shall receive MCI CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the 911 PSAPs, or E911 tandems, on trunks from an MCI end-office.

1.3.6.2.2.5 If and when SS7 signaling on 911 trunks is being provided by BellSouth, at MCI’s request, BellSouth shall receive MCI SS7 traffic destined to any BellSouth 911 tandem on trunks from an MCI end-office.

1.3.6.2.2.6 Diversity between BellSouth’s 911 tandem and the PSAP will be maintained or upgraded and provided to MCI to utilize the highest level of diversity available in the network equal to that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.7 Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, BellSouth shall make that alternate means available to MCI.

1.3.6.2.2.8 BellSouth shall route E911 calls received from MCI’s switching office to the appropriate PSAP, and forward the subscriber’s ANI to the PSAP.

1.3.6.2.2.9 BellSouth shall provide for overflow of MCI’s 911 traffic at Parity and as directed by the PSAP.

1.3.6.2.2.10 BellSouth shall provide E911 Tandem boundary documentation to MCI. Documentation shows the boundary around the outside of the set of exchange areas served by that E911 Tandem. The documentation provides MCI the information necessary to set up its network to route E911 callers to the correct E911 Tandem.

BellSouth shall provide MCI updates to the documentation as this information changes.

1.3.6.2.2.11 Equipment and circuits used for 911 shall be monitored for MCI in the same manner as BellSouth provides for itself.

1.3.6.2.2.12 BellSouth shall provide restoration and repair of E911/911 trunks or network outages on the same terms/conditions it provides itself.

1.3.6.2.2.13 Nothing in this Agreement shall prohibit MCI from arranging with the PSAP to have direct trunking between its network and the PSAP.

1.3.7 If BellSouth establishes multiple ALI/DBMS databases that cover different geographic areas, BellSouth shall identify which states, counties or parts thereof are covered by which ALI/DBMS databases, and identify and communicate a point of contact for each.

1.3.8 MCI shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCI. If BellSouth detects an error in the MCI provided data, the data shall be returned to MCI within two (2) business days from when it was provided to BellSouth. MCI shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.

1.3.9 BellSouth agrees to treat all data on MCI subscribers provided under this Agreement as strictly confidential and to use data on MCI subscribers only for the purpose of providing E911 services.

1.3.10 BellSouth shall adopt use of a NENA ID (NENA standard five-character field) on all ALI records received from MCI at such time as a NENA customer identification is implemented. The NENA ID will be used to identify the carrier of record in INP/LNP configurations.

1.3.11 BellSouth shall provide MCI with the following information:

1.3.11.1 When requested by MCI, the identification of the correct 911 tandem to which MCI's 911 calls should be routed, based on MCI's NPA-NXX and MCI's identification of the BellSouth NPA-NXX to which it corresponds.

1.3.11.2 Technical specifications for network interface (provided via BellSouth's web site) and technical specifications for database loading and maintenance (provided via the E911 Local Exchange Carrier Guide for Facility Based Carriers).

1.3.12 Where BellSouth is the host Telco, BellSouth shall provide MCI with notification when MCI's ALI records have been received. BellSouth shall ensure that the ALI records are delivered to the appropriate ALI/DBMS and selective router databases and are correctly entered.

1.3.13 Where BellSouth is the host telco, each ALI/DBMS discrepancy report shall be researched by MCI, and BellSouth shall assist MCI if necessary. The responsible Party shall take immediate corrective action.

1.3.14 Where BellSouth is responsible for maintenance of the ALI/DBMS database, BellSouth shall provide database maintenance at no charge to MCI.

1.3.15 All MCI lines that have been ported via INP shall reach the correct PSAP when 911 is dialed, provided MCI has appropriate trunking in place. BellSouth shall send both the ported number and the MCI number (if both are received from MCI) to the PSAP.

1.3.15.1 BellSouth shall cooperate with MCI to ensure that 911/E911 service is fully available to all MCI End Users whose telephone numbers have been ported from BellSouth.

1.3.16 BellSouth shall notify MCI forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCI 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCI 911 service.

1.3.17 BellSouth, where available, shall cooperate with MCI and the appropriate government agency to provide MCI with the ten-digit POTS number of each PSAP that sub-tends each BellSouth 911 tandem to which MCI is interconnected.

1.3.18 MCI shall be responsible for reporting all errors, defects and malfunctions to BellSouth. BellSouth shall use its best efforts to provide MCI with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts within thirty (30) days of the Effective Date.

1.3.19 MCI may enter into subcontracts with third parties, including MCI Affiliates, for the performance of any of MCI's duties and obligations stated herein.

1.3.20 Within ninety (90) days of a BellSouth decision to implement SS7 signaling, BellSouth shall notify MCI of such decision.

1.3.21 BellSouth shall provide notification to MCI of any pending tandem / selective router moves, NPA splits, or scheduled maintenance outages, with enough time to react.

1.3.22 BellSouth shall notify MCI within thirty (30) days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

1.3.23 BellSouth shall continue its existing process for the management of NPA splits by populating the ALI/DBMS database with the appropriate new NPA codes.

1.3.24 MCI may, at its discretion, further request additional and/or modified reporting as business needs demand.

Section 2. Operator Call Processing

2.1 General

2.1.1 BellSouth shall provide for the routing of local calls via Operator Call Processing (including but not limited to 0+, 0-) dialed by MCI subscribers directly to either the MCI operator service platform or BellSouth operator service platform as specified by MCI. BellSouth shall provide MCI with selective routing via Line Class Codes, where technically feasible. Further, MCI and BellSouth shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. At such time as BellSouth implements a long-term solution, it shall be made available to MCI at non-discriminatory rates, terms and conditions.

2.1.2 MCI subscribers shall be provided, subject to subsection 2.1.1, above, the capability by BellSouth to dial the same telephone numbers to access MCI operator services that BellSouth subscribers dial to access BellSouth Operator Call Processing. Trunking and signaling requirements for Operator Call Processing trunks and trunk groups are set forth in this Agreement.

2.2 Operator Services

2.2.1 BellSouth shall provide, subject to subsection 2.1.1, above,

Operator Call Processing as described below until, at MCI's discretion, BellSouth routes calls to the MCI Local Operator Services platform.

2.2.1.1 BellSouth agrees to provide MCI subscribers the same Operator Call Processing available to BellSouth subscribers. BellSouth shall make available its service enhancements on a non-discriminatory basis.

2.2.2 BellSouth shall provide the following minimum Operator Call Processing capabilities to MCI subscribers:

2.2.2.1 BellSouth shall complete 0+ and 0- dialed local calls.

2.2.2.2 BellSouth shall complete 0+ intraLATA toll calls.

2.2.2.3 BellSouth shall complete calls that are billed to a calling card. In the event that BellSouth accepts any Special Calling Cards or credit cards for completing calls, BellSouth shall notify MCI and identify which cards are accepted.

2.2.2.4 BellSouth shall complete person-to-person calls.

2.2.2.5 BellSouth shall complete collect calls.

2.2.2.6 BellSouth shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.2.7 BellSouth shall complete station-to-station calls.

2.2.2.8 BellSouth shall process emergency calls when the caller dials 0- in error.

2.2.2.9 BellSouth shall process BLV/BLVI requests.

2.2.2.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCI and BellSouth on applicable processes.

2.2.2.11 BellSouth shall process operator-assisted Directory Assistance calls.

2.2.2.12 BellSouth shall route 0- traffic directly to an automated menu that will allow the caller to reach a "live" operator by either pressing a key or staying on the line.

2.2.2.13 BellSouth caller assistance for the disabled to MCIm in the same manner as provided to disabled BellSouth subscribers.

2.2.2.14 If and when available, BellSouth shall provide operator-assisted conference calling.

2.2.2.15 When requested by MCIm, BellSouth shall provide instant credit on operator services calls as provided to BellSouth subscribers.

2.2.2.16 Operator Call Processing shall adhere to equal access requirements when providing operator transfer services.

2.2.2.17 BellSouth shall provide MCIm with Operator Call Processing at Parity. Service quality must, at a minimum, comply with all federal, state and local requirements. BellSouth shall provide service measurements and accounting reports as mutually agreed by MCIm and BellSouth.

2.2.2.18 BellSouth shall direct MCIm subscriber account inquiries and other similar inquiries to the subscriber service center designated by MCIm.

2.2.2.19 BellSouth shall provide an electronic feed of subscriber call records in "EMI" format to MCIm in accordance with this Agreement.

2.2.2.20 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

2.2.2.21 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. BellSouth shall charge MCIm for the operator time for the inquiry at the rates set forth in Attachment 1 of this Agreement. If the carrier named by the subscriber uses BellSouth's Operator Transfer Service ("OTS"), then BellSouth shall connect the call to that carrier. If the carrier named by the subscriber does not use

BellSouth's OTS, then BellSouth shall advise the subscriber to call the carrier directly.

2.2.3 BellSouth shall notify MCI at least forty-five (45) days in advance of any changes or enhancements to its Operator Services, and one hundred and eighty (180) days in advance of conversion to SS7 signaling for Operator Services, and shall make available such service enhancements on a nondiscriminatory basis immediately upon activation.

2.2.4 Branding

Branding for Operator Call Processing and Directory Assistance

2.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to MCI End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows MCI to have its calls custom-branded with MCI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in Attachment 1 of this Agreement.

2.2.4.2 BellSouth offers three (3) service levels of branding to MCI when ordering BellSouth's Directory Assistance and/or Operator Call Processing.

2.2.4.2.1 Service Level 1 - BellSouth Branding

2.2.4.2.2 Service Level 2 – Unbranding

2.2.4.2.3. Service Level 3 - Custom Branding

2.2.4.3 Where MCI resells BellSouth's services or purchases unbundled local switching from BellSouth (either alone or as part of the Unbundled Network Element Platform (UNE-P), BellSouth will provide Self Branding to MCI upon request, whereby, through Selective Carrier Routing, BellSouth will route MCI's End User calls to a directory assistance provider and/or operator services provider other than BellSouth. BellSouth offers Self Branding as described in this Attachment.

2.2.4.4 For Resellers and Use with an Unbundled Switch Port

2.2.4.4.1 BellSouth Branding is the Default Service Level.

2.2.4.4.2 Except as otherwise set forth herein, Unbranding, Custom Branding, and Self Branding require MCI to order Selective Carrier Routing for each originating BellSouth end office identified by MCI. Rates for Selective Carrier Routing are set forth in Attachment 1 of this Agreement.

2.2.4.4.3 Custom Branding and Self Branding require MCI to order dedicated trunking from each BellSouth end office identified by MCI, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the MCI Operator Service Provider for Self Branding. Rates for trunks are set forth in Attachment 1 of this Agreement.

2.2.4.4.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls traverse common trunk groups provisioned by BellSouth from those end offices identified by MCI to the BellSouth TOPS. Such trunk groups are common to CLECs choosing Unbranded Directory Assistance and/or Operator Call Processing. These calls are routed to "No Announcement."

2.2.4.4.5 OLNS. In addition to the branding methods described above for resale and UNE-P, Unbranding and Custom Branding are also available for Directory Assistance and Operator Call Processing via Originating Line Number Screening (OLNS) functionality after June 30, 2001. When utilizing this method of Unbranding or Custom Branding, MCI shall not be required to purchase dedicated trunking.

2.2.4.4.6 For BellSouth to provide Unbranding or Custom Branding via OLNS functionality for Operator Call Processing and Directory Assistance, BellSouth must load MCI's Operating Carrier Numbers (OCN(s)) and telephone numbers associated with such OCN(s) in BellSouth's Line Information Database ("LIDB"); provided, however, that if MCI desires to offer Alternate Billed Services (collect, third number billed and calling card calls) to its End Users, MCI must provide BellSouth with appropriate LIDB updates pursuant to Attachment 3 of this Agreement. To implement Unbranding and Custom Branding via OLNS software, MCI must submit a manual order form which requires, among other things, MCI's OCN and a forecast of the

expected directory assistance call volume at busy hour or of the maximum number of simultaneous call paths to the digital announcement anticipated for each BellSouth TOPS. MCI shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. BellSouth and MCI shall work cooperatively to develop forecasting methods and procedures for OLNS. Upon MCI's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all MCI End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement. Orders for Unbranding or Custom Branding via OLNS software shall be completed in approximately sixty (60) days from BellSouth's receipt of MCI's complete, error-free order. MCI may request that BellSouth complete an order in less than sixty (60) days, and BellSouth shall use commercially reasonable efforts to do so.

2.2.4.4.7 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Attachment 1 of this Agreement. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill MCI applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, MCI shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Attachment 1 of this Agreement. Further, where MCI is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

2.2.4.4.8 For Facilities Based Carriers

2.2.4.4.9 All Service Levels require MCI to order dedicated trunking from its end office(s) point of interface to the BellSouth TOPS. Rates for trunks are set forth in Attachment 1 of this Agreement.

2.2.4.4.10 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIIm requires service.

2.2.4.5 Directory Assistance customized branding requires:

2.2.4.5.1 The recording of the name;

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

2.2.4.6 Operator Call Processing customized branding requires:

2.2.4.6.1 The recording of the name;

2.2.4.6.2 The front-end loading of the DRAM in the TOPS;

2.2.4.6.3 The back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

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

2.2.4.8 BellSouth shall direct Customer account and other similar inquiries to the subscriber service center designated by MCIIm.

2.2.4.9 BellSouth shall provide an electronic feed of Customer call records in EMI format to MCIIm for billing purposes as required by MCIIm.

2.3 Emergency Calls to Operator

2.3.1 BellSouth will accept and process emergency calls to BellSouth operators. BellSouth shall not charge to accept and process emergency calls for MCIIm resale customers, however, BellSouth shall charge the appropriate operator work time charge set forth in Attachment 1 for MCIIm facility-based Customers.

2.3.1.1 The BellSouth operator will ask the caller where he or she lives and transfer the caller to the appropriate emergency agency (e.g., fire, police, poison control) for the caller's area.

2.3.1.2 If the BellSouth operator is unable to determine the caller's community, BellSouth will handle such calls as it does for its own End Users.

2.3.1.3 If the assistance of another carrier's operator is required, BellSouth will attempt to reach the appropriate operator via inward operator assistance, if such facilities exist, or by any other means, if such facilities do not exist, that BellSouth uses to serve its customers.

2.4 Billed Number Screening

2.4.1 BellSouth shall perform Billed Number Screening, at the rates set forth in Attachment 1 when handling Collect, Third Party and Calling Card Calls, both for station-to-station and person-to-person call types.

2.4.2 Unless directed otherwise by MCI, in the event that End User subscribers change their local service provider, BellSouth shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data. In the event that End User subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

2.4.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Call Processing to MCI as that which BellSouth provides for its own Operator Call Processing.

2.5 Busy Line Verification/Busy Line Verification Interruption (BLV/BLVI)

2.5.1 When BellSouth provides switching, BellSouth shall provide BLV/BLVI, at Parity, when MCI purchases BellSouth Operator Call Processing.

2.5.2 When MCI provides switching, BellSouth shall provide BLV/BLVI when MCI purchases verification trunks to each MCI end office for which MCI requests BellSouth to provide BLV/BLVI and for which MCI purchases BellSouth Operator Call Processing.

2.6 Inward Operator Services

2.6.1 If MCI does not use BellSouth's operator services for Operator Call Processing, MCI may order Inward Operator Services from BellSouth.

2.6.2 Inward Operator Services allows the MCI operator to route inward to a BellSouth operator when a MCI End User has requested the busy line verification and/or interruption of a BellSouth End User's line (and/or end user lines for which Operator Call Processing is performed on behalf of other LECs by BellSouth). At the request of the MCI operator, the BellSouth operator shall check for conversation. If the BellSouth operator hears "scrambled" conversation, the BellSouth operator shall perform an interruption if requested. The BellSouth operator shall report the results to the MCI operator who shall report to the MCI End User.

2.6.3 MCI, at its option, may order, and BellSouth shall provision, trunks from its own operator services platform directly to BellSouth's operator service center. BellSouth shall work cooperatively with MCI to establish alternative methods of routing inward operator services calls. If BellSouth establishes network routable access codes in the LERG for reaching BellSouth's operator center, BellSouth shall make such codes available to MCI via the Local Interconnection Trunk Groups.

2.6.4 Charges for services provided pursuant to Section 2 shall be set forth in Attachment 1 of this Agreement.

2.7 Operator Assisted Calls to Directory Assistance ("OADA")

2.7.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. BellSouth will offer OADA to MCI calling parties on a nondiscriminatory basis.

2.8 Operator Services Trunking Arrangements

2.8.1 BellSouth shall route resale and UNE-P Operator Services traffic to MCI's designated platform using selective routing.

Section 3. Directory Assistance ("DA")

3.1 General

3.1.1 When BellSouth provides local switching or resale services to

MCIm, BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, FNPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or BellSouth DA service platform as specified by MCIm. MCIm End Users may use the same dialing arrangements as BellSouth End Users, but obtain an unbranded or MCIm-branded service as requested by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes or AIN, at MCIm's option, where technically feasible. Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long-term solution, it shall be made available to MCIm at nondiscriminatory rates, terms, and conditions.

3.1.2 MCIm subscribers shall be provided, subject to subsection 3.2.1.2 below, the capability by BellSouth to dial the same telephone numbers for access to MCIm Directory Assistance that BellSouth subscribers dial to access BellSouth Directory Assistance.

3.2 Directory Assistance

3.2.1 BellSouth shall provide, subject to subsection 3.1.1 above, Directory Assistance functions and services to MCIm for its subscribers as described below until at, MCIm's discretion, BellSouth routes calls to the MCIm Directory Assistance Services platform.

3.2.1.1 At MCIm's option, BellSouth shall route all MCIm 411, 1411, 555-1212 traffic to MCIm's Directory Assistance Services platform using selective routing.

3.2.1.2 BellSouth agrees to provide MCIm customers with the same Directory Assistance service available to BellSouth subscribers.

3.2.2 BellSouth shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

3.2.2.1 A minimum of two (2) subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.

3.2.2.2 Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.

3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to subsection 3.1.1, above, to the network specified by MCI. Rating and billing shall be done by MCI.

3.2.2.4 Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.

3.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCI subscribers as for BellSouth's subscribers.

3.2.2.6 When requested by MCI, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers.

3.2.2.7 BellSouth shall provide Directory Assistance to MCI subscribers in accordance with BellSouth's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

3.2.3 BellSouth shall notify MCI in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to MCI.

3.2.4 BellSouth shall provide MCI with the same level of support for the provisioning of Directory Assistance as BellSouth provides itself. Directory Assistance service quality must be at Parity, and must comply with specifications that are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous.

3.2.4.1 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

3.3 Directory Assistance Data

3.3.1 Consistent with applicable laws and regulations, BellSouth shall provide to MCI via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Database, including those of its own customers, independent telephone companies' customers, and customers of CLECs. MCI may combine

these records with any other Network Element for the provision of any Telecommunications Service. Neither Party shall use the records for any purpose, which violates federal or State laws, statutes, or regulatory orders.

3.3.2 Directory Assistance Data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

3.3.2.1 Unless otherwise directed by MCI, BellSouth shall provide MCI subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If MCI does direct otherwise, BellSouth shall remove MCI's subscriber records from BellSouth's Directory Assistance database.

3.3.3 BellSouth shall provide MCI, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

3.3.4 BellSouth will provide daily updates that will reflect all listing change activity occurring since MCI's most recent update. BellSouth shall provide updates to MCI on a Business, Residence, or combined Business and Residence basis.

3.3.5 BellSouth shall provide complete refresh of the Directory Assistance Data upon mutual agreement of BellSouth and MCI and subject to applicable charges pursuant to Attachment 1 of this Agreement.

3.3.6 Provided that MCI maintains, at its own expense, equipment and systems necessary at MCI's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. MCI is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.

3.3.6.1 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing Subscriber Listing Information ("SLI").

3.3.7 MCI and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

3.4 Directory Assistance Data Information Exchanges and Interfaces.

3.4.1 BellSouth shall provide to MCIIm the following:

3.4.1.1 List of NPA-NXXs relating to the listing records being provided.

3.4.1.2 List of directory section names and their associated NPA-NXXs.

3.4.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.

3.4.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.

3.4.1.5 Identification of any area wide or universal service numbers which may be listed.

3.4.1.6 Identification of the telephone number to be provided to callers outside the servicing area.

3.4.1.7 Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.

3.4.2 BellSouth and MCIIm shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).

3.4.2.1 BellSouth shall identify dates MCIIm should not expect to receive daily update activity.

3.5 Directory Assistance Trunking Arrangements

3.5.1 At its option, MCIIm may order, and BellSouth shall provision, separate trunk groups connecting MCIIm's switch to BellSouth's directory assistance center; or at MCIIm's option route Directory Assistance traffic over the Local Interconnection Trunk Group using NPA 555-1212.

Section 4. Directory Listings (“DL”)

4.1 Release of MCI Directory Listings to Independent Publishers. Unless otherwise directed by MCI, BellSouth shall provide MCI Customer listings along with the Customer listings of its own Customers to third parties for inclusion in Directory Assistance databases. BellSouth shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

4.1.1 MCI agrees to provide to BellSouth, and BellSouth agrees to accept, MCI Subscriber Listing Information (SLI) relating to MCI customers in the geographic area(s) covered by this Interconnection Agreement. MCI authorizes BellSouth to release all such MCI SLI provided to BellSouth by MCI to qualifying third parties pursuant to BellSouth’s General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such MCI SLI shall be intermingled with BellSouth’s own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of Subscriber Listing Information. BellSouth will use good faith efforts to obtain state commission approval of necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth’s liability thereunder. BellSouth’s obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

4.1.2 No compensation shall be paid to MCI for BellSouth’s receipt of MCI SLI, or for the subsequent release to third parties of such SLI. MCI agrees to reimburse BellSouth for any costs associated with the initial development of system changes required to make available the MCI SLI in accordance with this Section. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of MCI’s SLI, MCI shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform MCI as of its good faith estimate of MCI’s share of such costs, and MCI shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth’s release of MCI’s SLI.

4.1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCI under this Agreement. MCI shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses

(including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCI listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to MCI any complaints received by BellSouth relating to the accuracy or quality of MCI's listings. The date for the initial release of MCI's listings and subsequent updates shall be negotiated by the Parties.

4.2 Directory Assistance and Listings Service Requests

4.2.1 These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCI to (a) submit MCI subscriber information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCI subscriber information for inclusion in published directories; and (c) provide MCI subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

4.2.2 BellSouth will provide to MCI the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

4.2.2.1 Migrate with no Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for listings to MCI.

4.2.2.2 Migrate with Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Based on the information provided in the order, incorporate the specified additional listings to, or delete the specified listings from, the directory. Transfer ownership and billing, if appropriate, for the listings to MCI.

4.2.3 BellSouth shall enable MCI to electronically transmit multi-line listing orders.

4.2.4 BellSouth shall not charge for storage of MCI subscriber information in the DA and DL systems.

4.2.5 MCI shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

Attachment 10

Performance Measurements

SERVICE PERFORMANCE MEASUREMENTS AND ENFORCEMENT MECHANISMS

1. SCOPE

Section 1. Introduction

1.1 This Attachment 10 sets forth the requirements for a measurement and reporting plan that will allow MCI to monitor BellSouth service quality and performance. It further sets forth the terms and conditions under which BellSouth shall pay remedies to MCI in the event of a Specified Performance Breach as defined in this Attachment 10. This Attachment 10 contains Performance Measurements, Standards and Remedies that apply to BellSouth's performance under this Agreement. The attached BellSouth Service Quality Measurement Plan is incorporated into this Attachment. The requirements of the Commission in Docket 7892-U are incorporated into and made a part of this Attachment. The Parties shall comply with further orders of the Commission, upon the effective date of such orders, pertaining to this subject matter.

BellSouth Service Quality Measurement Plan (SQM)

Georgia Performance Metrics

**Measurement Descriptions
Version 1.01**

Issue Date: April 6, 2001

This version of the Georgia SQM reflects the Order in GA Docket 7892-U. Some of the measures, business rules, disaggregations and/or exclusions are under development and will be reflected in the monthly reports in the near future. The other Georgia SQM posted on this site will be removed at that time.

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM. **This version of the SQM reflects the Order of the Georgia Public Service Commission in Docket 7892-U dated January 12, 2001.**

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Georgia PSC.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Help folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Preliminary SEEM reports will be posted on the same day as the SQM validated reports. Validated SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports and preliminary SEEM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th.

1. Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Georgia Public Service Commission (GPSC) will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the GPSC as soon as possible after the last day of each month.

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c ÷ d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• $\geq 99.5\%$

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BST	x
SONGS	CLEC/BST	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
CRIS	CLEC/BST	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Regional Level	• $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is ≤ 4, > 4 ≤ 10, ≥ 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 – 1 day
 - >1 – 2 days
 - >2 – 3 days
 - 0 - ≤ 3 days
 - >3 – 6 days

- >6 – 10 days
- > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Number of Inquiries • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 – 1 minute
 - >1 – 5 minutes
 - 0 - ≤ 5 minutes
 - > 5 – 8 minutes
 - > 8 – 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Legacy Contract • Response Interval • Regional Scope	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	• 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – ≤10 minutes
 - >10 – ≤20 minutes
 - >20 – ≤30 minutes
 - 0 – ≤30 minutes
 - >30 – ≤45 minutes
 - >45 – ≤60 minutes
 - >60 – ≤120 minutes
 - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
- Report month - Record of functional acknowledgements	Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
EDI	- EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
TAG	TAG – 95% within 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
EDI	- EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
TAG	TAG – 95% within 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = $(a \div b) \times 100$

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*	8. Denials-restore and conversion, or disconnect and conversion orders
2. Special pricing plans	9. Class of service invalid in certain states with some types of service
3. Some Partial migrations	10. Low volume such as activity type "T" (move)
4. New telephone number not yet posted to BOCRIS	11. More than 25 business lines, or more than 15 loops
5. Pending order review required	12. Transfer of calls option for the CLEC end users
6. CSR inaccuracies such as invalid or missing CSR data in CRIS	13. Directory Listings (Indentions and Captions)
7. Expedites (requested by the CLEC)	

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

$$\text{Percent Flow Through} = a \div [b - (c + d + e + f)] \times 100$$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

$$\text{Percent Achieved Flow Through} = a \div [b - (c + d + e)] \times 100$$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance:
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors By Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex* 2. Special pricing plans 3. Some Partial migrations 4. New telephone number not yet posted to BOCRIS 5. Pending order review required 6. CSR inaccuracies such as invalid or missing CSR data in CRIS 7. Expedites (requested by the CLEC)	8. Denials-restore and conversion, or disconnect and conversion orders 9. Class of service invalid in certain states with some types of service 10. Low volume such as activity type "T" (move) 11. More than 25 business lines, or more than 15 loops 12. Transfer of calls option for the CLEC end users 13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a \div [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a \div [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors by Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
• Residence	• Benchmark: 95%

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) - CLEC Caused Error	• Report Month • Total Number of Errors by Type (by error code) - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

NA

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow-Through Matrix

PRODUCT	F/T ³	COM PLEX SERVICE	COM PLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING ¹	EDI	TAG ²	LENS ⁴	COMMENTS
2 wire analog DID trunk port	No	UNE	Yes	NA	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	N	N	
2 wire ISDN digital loop	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	NA	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	
ADSL	Yes	UNE	No	No	Y	Y	N	
Area Plus	Yes	No	No	No	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	
Call Block	Yes	No	No	No	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	
DS1 Loop	Yes	UNE	Yes	No	Y	Y	N	

LSR Flow-Through Matrix

LSR Flow-Through Matrix

PRODUCT	F/T ³	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING ¹	EDI	TAG ²	LENS ⁴	COMMENTS
DSO Loop	Yes	UNE	Yes	No	Y	Y	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	
HDSL	Yes	UNE	No	No	Y	Y	N	
Hunting MLH	No	C/S ⁴	C/S	Yes	Y	Y	N	
Hunting Series Completion	Yes	C/S	C/S	No	Y	Y	Y	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	
LightGate	No	Yes	Yes	NA	N	N	N	
Line Sharing	Yes	UNE	No	No	Y	Y	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	
Loop+INP	Yes	UNE	No	No	Y	Y	N	
Loop+LNP	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	
Megalink-T1	No	Yes	Yes	NA	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	

LSR Flow-Through Matrix

LSR Flow-Through Matrix

PRODUCT	F/T ³	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING ¹	EDI	TAG ²	LENS ⁴	COMMENTS
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	
Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	
Pay Phone Provider	No	No	No	NA	N	N	N	
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	N	
PBX Trunks	No	Yes	Yes	Yes	Y	Y	N	
Port/Loop Combo	Yes	UNE	No	No	Y	Y	Y	
Port/Loop PBX	No	No	No	Yes	Y	Y	N	
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	
RCF Basic	Yes	No	No	No	Y	Y	Y	
Remote Access to CF	Yes	No	No	No	Y	Y	Y	
Repeat Dialing	Yes	No	No	No	Y	Y	Y	
Ringmaster	Yes	No	No	No	Y	Y	Y	
Smartpath	No	Yes	Yes	NA	N	N	N	
SmartRING	No	Yes	Yes	NA	N	N	N	
Speed Calling	Yes	No	No	No	Y	Y	Y	
Synchronet	No	Yes	Yes	Yes	Y	Y	N	
Tie Lines	No	Yes	Yes	NA	N	N	N	
Touchtone	Yes	No	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	Y	
WATS	No	Yes	Yes	NA	N	N	N	
XDSL	Yes	UNE	No	No	Y	Y	N	
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	
Collect Call Block	Yes	No	No	No	Y	Y	Y	
900 Call Block	Yes	No	No	No	Y	Y	Y	
3rd Party Call Block	Yes	No	No	No	Y	Y	Y	
Three Way Call Block	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Change	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Freeze	Yes	No	No	No	Y	Y	Y	

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note²: The TAG column includes those LSRs submitted via Robo TAG.

Note³: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note⁴: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note⁵: EELs are manually ordered.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as “Projects”
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
 - State
 - Region
- Mechanized:
 - 0 - ≤ 4 minutes
 - >4 - ≤ 8 minutes
 - >8 - ≤ 12 minutes
 - >12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - >24 hours
- Partially Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - >24 hours
- Non-mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - > 24 hours
- Trunks:
 - ≤ 4 days
 - >4 - ≤ 8 days
 - >8 - ≤ 12 days
 - >12 - ≤ 14 days
 - >14 - ≤ 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design	• Mechanized: - 97% within 1 Hour • Partially Mechanized: - 85% within 24 hours - 85% within 18 Hours (05/01/01) - 85% within 10 Hours (08/01/01) • Non-Mechanized: - 85% within 24 hours
• Local Interconnection Trunks	• Trunks: - 85% within 4 Days

O-8: Reject Interval

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% ≤ 1 hour
• Partially Mechanized	• 85% within 24 hours • 85% within 18 hours (05/01/01) • 85% within 10 hours (08/01/01)
• Non-Mechanized	• 85% within 24 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - ≤ 15 minutes
 - >15 - ≤ 30 minutes
 - >30 - ≤ 45 minutes
 - >45 - ≤ 60 minutes
 - >60 - ≤ 90 minutes
 - >90 - ≤ 120 minutes
 - >120 - ≤ 180 minutes
 - 0 - ≤ 3 hours
 - >3 - ≤ 6 hours
 - >6 - ≤ 12 hours
 - >12 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - >48 hours
- Non-Mechanized
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - >24 - ≤ 36 hours
 - 0 - ≤ 36 hours
 - >36 - ≤ 48 hours
 - >48 hours
- Trunks:
 - 0 - ≤ 5 days
 - >5 - ≤ 10 days
 - 0 - ≤ 10 days
 - >10 - ≤ 15 days
 - >15 - ≤ 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
- Report Month - Interval for FOC - Total Number of LSRs - State and Region - Total Number of ASRs (Trunks)	Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
- Resale – Residence - Resale – Business - Resale – Design (Special) - Resale PBX - Resale Centrex - Resale ISDN - LNP Standalone - INP Standalone 2W Analog Loop Design 2W Analog Loop Non-Design 2W Analog Loop w/INP Design 2W Analog Loop w/INP Non-Design 2W Analog Loop w/LNP Design 2W Analog Loop w/LNP Non-Design - UNE Loop + Port Combinations - Switch Ports - UNE Combination Other - UNE xDSL (ADSL, HDSL, UCL) - Line Sharing - UNE ISDN Loops - UNE Other Design - UNE Other Non-Design - Local Interoffice Transport	- Mechanized: - 95% within 3 Hours - Partially Mechanized: 85% within 24 hours 85% within 18 Hours (05/01/01) 85% within 10 Hours (08/01/01) - Non-Mechanized: - 85% within 36 hours
Local Interconnection Trunks	Trunks: - 95% within 10 days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Fully Mechanized	95% within 3 hours
Partially Mechanized	85% within 24 hours 85% within 18 Hours (05/01/01) 85% within 10 Hours (08/01/01)

SEEM Disaggregation	SEEM Analog/Benchmark
• Non-Mechanized	• 85% within 36 hours
• IC Trunks	• 95% within 10 days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Intervals
 - 0 – ≤ 3 days
 - >3 – ≤ 5 days
 - 0 – ≤ 5 days
 - >5 – ≤ 7 days
 - >7 – ≤ 10 days
 - >10 – ≤ 15 days
 - >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
- Report Month - Total Number of Requests - SI Intervals - State and Region	Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
- xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) - Unbundled Interoffice Transport	95% Returned within 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Not Applicable	Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = $(a \div b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = $[(a + b) \div c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non – Design • 2W Analog Loop w/ INP Design • 2W Analog Loop w/ INP Non – Design • 2W Analog Loop w/ LNP Design • 2W Analog Loop w/ LNP Non – Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks	• 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = $(a \div b)$

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
 - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
Aggregate • CLEC – Local Carrier Service Center • BellSouth - Business Service Center - Residence Service Center	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop w/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as “Projects”.
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = $(e \div f) \times 100$

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
 - 0 - ≤ 4 minutes
 - >4 - ≤ 8 minutes
 - >8 - ≤ 12 minutes
 - >12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - > 24 hours
- Non-Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
- LNP - UNE Loop with LNP	- Mechanized: 97% within 1 Hour - Partially Mechanized: 85% within 24 Hours - Partially Mechanized: 85% within 18 Hours (05/01/01) - Partially Mechanized: 85% within 10 Hours (08/01/01) - Non-Mechanized: 85% within 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Not Applicable	Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as “Projects”.
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
 - 0 - ≤15 minutes
 - >15 - ≤ 30 minutes
 - >30 - ≤ 45 minutes
 - >45 - ≤ 60 minutes
 - >60 - ≤ 90 minutes
 - >90 - ≤ 120 minutes
 - >120 - ≤ 180 minutes
 - 0 - ≤ 3 hours
 - >3 - ≤ 6 hours
 - >6 - ≤ 12 hours
 - >12 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - > 48 hours
- Non-Mechanized:
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - >24 - ≤ 36 hours
 - 0 - ≤ 36 hours
 - >36 - ≤ 48 hours
 - >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
- LNP - UNE Loop with LNP	- Mechanized: 95% within 3 Hours - Partially Mechanized: 85% within 24 Hours - Partially Mechanized: 85% within 18 Hours (05/01/01) - Partially Mechanized: 85% within 10 Hours (08/01/01) - Non-Mechanized: 85% within 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Not Applicable	Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = $a \div b$

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = $(c \div d) \times 100$

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c ÷ d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark:
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% ≥ 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth’s actual order completion date. This includes all delays for BellSouth’s CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Order Issue Date

Average Completion Interval = (c ÷ d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30,≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Application Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
- UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	- Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c ÷ d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0,1-2,2-4,4-8,8-12,12-24, ≥ 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 = 1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line / circuits; ≥ 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
- Report Month - CLEC Order Number (so_nbr) - Work Completion Date (cmplt_n_dt) - Work Completion Time - Completion Notice Availability Date - Completion Notice Availability Time - Service Type - Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	- Report Month - BellSouth Order Number (so_nbr) - Work Completion Date (cmplt_n_dt) - Work Completion Time - Completion Notice Availability Date - Completion Notice Availability Time - Service Type - Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
- UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	- Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
UNE ISDN	Retail ISDN BRI
UNE Line Sharing	ADSL Provided to Retail
UNE Other Design	Retail Design
UNE Other Non-Design	Retail Residence and Business
Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
Local Interconnection Trunks	Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Not Applicable	Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

“0” dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = $(a \div b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope - State / Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop-Non-Design • 2W Analog Loop w/LNP - Design • 2W Analog Loop w/LNP- Non-Design • 2W Analog Loop w/INP-Design • 2W Analog Loop w/INP-Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop >=DS1 • UNE Loop + Port Combinations • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c ÷ d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, ≥15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
- Report Month - CLEC Order Number - Committed Due Date (DD) - Service Type (CLASS_SVC_DESC) - Cut over Start Time - Cut over Completion Time - Portability Start and Completion Times (INP orders) - Total Conversions (Items) Note: Code in parentheses is the corresponding header found in the raw data file.	No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
- Unbundled Loops with INP/LNP - Unbundled Loops without INP/LNP	95% ≤ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Unbundled Loops	95% ≤ 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop.

Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

Calculation

% within Interval = $(a \div b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = (c - d)

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = $(e \div f)$

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
Reported in intervals of early, on time and late cuts % ≤ 15 minutes; % >15 minutes, ≤30 minutes; % >30 minutes, plus Overall Average Interval

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
- Report Month - CLEC Order Number (so_nbr) - Committed Due Date (DD) - Service Type (CLASS_SVC_DESC) - Cut over Scheduled Start Time - Cut over Actual Start Time - Total Conversions Orders Note: Code in parentheses is the corresponding header found in the raw data file.	No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
- Product Reporting Level - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific	95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
UNE Loops	95% Within + or – 15 minutes of Scheduled Start time

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c ÷ d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Company Name • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • CLEC Acceptance Conflict (CLEC_CONFLICT) • CLEC Conflict Resolved (CLEC_RESOLVE) • CLEC Conflict MFC (CLEC_CONFLICT_MFC) • Total Conversion Orders Note: Code in parentheses is the corresponding header found in the raw data file.	• None

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = $(a \div b) \times 100$

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits Note: Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• UNE Loop Design • UNE Loop Non-Design	• ≤ 5%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• ≤ 5%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = $(a \div b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Company Name (OCN) • CLEC Order Number (so_nbr) and PON (PON) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Acceptance Testing Completed (ACCEPT_TESTING) • Acceptance Testing Declined (ACCEPT_TESTING) • Total xDSL Orders Note: Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
• UNE xDSL - ADSL - HDSL - UCL - OTHER	• 95% of Lines Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• UNE xDSL	• 95% of Lines Tested

P-9: % Provisioning Troubles within 30 days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = $(a \div b) \times 100$

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence	• Retail Residence

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non -Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-10: Total Service Order Cycle Time (TSOCT)

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops ≥ DS1 • Local Transport (Unbundled Interoffice Trans port) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-10: Total Service Order Cycle Time (TSOCT)

P-11: Service Order Accuracy

Definition

The “service order accuracy” measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Calculation

Percent Service Order Accuracy = $(a \div b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity	• No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
• Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

P-12: LNP-Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

LNP Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State/Region
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met ^a

^aDue to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

Average Disconnect Timeliness Interval = (c ÷ d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Disconnect Timeliness Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State, Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Order Number • Telephone Number / Circuit Number • Committed Due Date • Receipt Date / Time (ESI Number Manager) • Date/Time of Recent Change Notice	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	SQM Retail Analog/Benchmark:
• LNP	• 95% within 15 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% within 15 Minutes

P-14: LNP-Total Service Order Cycle Time (TSOCT)

Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 lines/circuits; ≥lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = $(a \div b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = $(a \div b) \times 100$

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c ÷ d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience:	Relating to BellSouth Performance:
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report

Calculation

Percent Repeat Troubles within 30 Days = $(a \div b) \times 100$

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = $(a \div b) \times 100$

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure

- Dispatch / Non - Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

Definition

This measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c ÷ d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c ÷ d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification	• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• BellSouth Aggregate • CLEC Aggregate • CLEC Specific	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

$$\text{Invoice Accuracy} = [(a - b) \div a] \times 100$$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type - UNE - Resale - Interconnection • Total Billed Revenue • Billing Related Adjustments	• Report month • Retail Type - CRIS - CABS • Total Billed Revenue • Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
- Product / Invoice Type - Resale - UNE - Interconnection	CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
- CLEC State - BellSouth State	Parity with Retail

B2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c ÷ d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Invoice Type - UNE - Resale - Interconnection • Invoice Transmission Count • Date of Scheduled Bill Close	• Report month • Invoice Type - CRIS - CABS • Invoice Transmission Count • Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product / Invoice Type • Resale • UNE • Interconnection	• CRIS-based invoices will be released for delivery within six (6) business days. • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State - CRIS - CABS • BellSouth Region	• Parity with Retail

B3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = $(a - b) \div a \times 100$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State • BellSouth Region	• Parity with Retail

B4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = $(a \div b) \times 100$

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = $(a \div b) \times 100$

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Mean Time to Deliver Usage = $(a \times b) \div c$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B6: Mean Time to Deliver Usage

B7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of fractional recurring charges that are on the correct bill¹
- b = Total count of fractional recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Invoice type • Total recurring charges billed • Total billed on time	• Report month • Retail Analog • Total recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B7: Recurring Charge Completeness

B8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of non-recurring charges that are on the correct bill¹
- b = Total count of non-recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Invoice type • Total non-recurring charges billed • Total billed on time	• Report month • Retail Analog • Total non-recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = $a \div b$

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds – Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = $a \div b$

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c ÷ d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Database File Submission Time • Database File Update Completion Time • CLEC Number of Submissions • Total Number of Updates	• Database File Submission Time • Database File Update Completion Time • BellSouth Number of Submissions • Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
Database Type • LIDB • Directory Listings • Directory Assistance	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is “completed without error” if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = $(a \div b) \times 100$

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed Note: Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
Database Type • LIDB • Directory Assistance • Directory Listings	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWIns) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = $(a \div b) \times 100$

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
- Geographic scope - Region	100% by LERG effective date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Not Applicable	Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Timeliness} = (a \div b) \times 100$$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-1: Timeliness

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Accuracy} = (a \div b) \times 100$$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c ÷ d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation
Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• CLEC aggregate • BellSouth aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• CLEC aggregate • BellSouth aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-2: Trunk Group Performance-CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation:

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• CLEC trunk group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• CLEC trunk group • BellSouth trunk group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c ÷ d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment	• Virtual - 20 Calendar Days • Physical Caged - 30 Calendar Days • Physical Cageless - 30 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-1: Collocation Average Response Time

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c ÷ d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• Virtual - 50 Calendar Days (Ordinary) • Virtual - 75 Calendar Days (Extraordinary) • Physical Caged - 90 Calendar Days • Physical Cageless - 60 Calendar Days (Ordinary) • Physical Cageless - 90 Calendar Days (Extraordinary)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = $(a \div b) \times 100$

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• $\geq 95\%$ on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• All Collocation Arrangements	• $\geq 95\%$ on time.

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = $(a \div b) \times 100$

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• $95\% \geq 30$ days of Release

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% $\geq$ 30 days of Release

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c ÷ d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = $(a \div b) \times 100$

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• 95% $\geq$ 30 days if new features coding is required • 95% $\geq$ 5 days for documentation defects, corrections or clarifications

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
Region	95% $\geq$ 30 days of the change

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c ÷ d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = $(a \div b) \times 100$

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Number of Interface Outages • Number of Notifications $\leq$ 15 minutes	• Not Applicable

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• By interface type for all interfaces accessed by CLECs	• 97% in 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 12: Bona Fide / New Business Request Process

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

Exclusions

Any application cancelled by the CLEC

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

Calculation

Percentage of BFR/NBR Requests Processed Within 30 Business Days = $(a \div b) \times 100$

- a = Count of number of requests processed within 30 days
- b = Total number of requests

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• $90\% \leq 30$ business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

Exclusions

Requests that are subject to pending arbitration

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

Calculation

Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days = $(a \div b) \times 100$

- a = Count of number of requests processed within "X" days
- b = Total number of requests
where "X" = 10, 30, or 60 days

Report Structure

- New Network Elements that are operational at the time of the request.
- New Network Elements that are ordered by the FCC.
- New Network Elements that are not operational at the time of the request.

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• $90\% \leq 10/30/60$ business days - Network Elements that are operational at the time of the request – 10 days - Network Elements that are Ordered by the FCC – 30 days - New Network Elements – 90 days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
 - DLR
 - DLETH
 - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State

- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

- Σ A mathematical symbol representing the sum of a series of values following the symbol.
- A mathematical operator representing subtraction.
- + A mathematical operator representing addition.
- $\div$ A mathematical operator representing division.
- () Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

A

ACD: Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

Aggregate: Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

ASR: Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS: Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN: ATLAS software contract for Telephone Number.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fide Request

BILLING: The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS: Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth : BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

COG: Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

CRIS: Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

CRSACCTS: CRIS software contract for CSR information

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

D

DA: Directory Assistance

DESIGN: Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

DISPOSITION & CAUSE: Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH: Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR: Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE: Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DOM: Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

DSAP: DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update Information

E

E911: Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI: Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX: BellSouth Centrex Service

F

Fatal Reject: LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC: Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX: Foreign Exchange

G

H

HAL: “Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS: HAL software contract for CSR information

HDSL: High Density Subscriber Loop/Line

I

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC: Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System: Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS: Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO: Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG: Local Exchange Routing Guide

LESOG: Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LISC: Local Interconnection Service Center - The center that issues trunk orders.

LMOS: Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

LMOS HOST: LMOS host computer

LMOSupd: LMOS updates

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

LNP: Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

LOOPS : Transmission paths from the central office to the customer premises.

LRN: Location Routing Number

LSR: Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair: The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH: BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N

NBR: New Business Request

NC: “No Circuits” - All circuits busy announcement.

NIW: Network Information Warehouse

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The “exchange” portion of a telephone number.

O

OASIS: Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN: OASIS software contract for feature/service

OASISCAR: OASIS software contract for feature/service

OASISLPC: OASIS software contract for feature/service

OASISMTN: OASIS software contract for feature/service

OASISNET: OASIS software contract for feature/service

OASISOCP: OASIS software contract for feature/service

ORDERING: The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

OSPCM: Outside Plant Contract Management System - Provides Scheduling Information.

OSS: Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

OUT OF SERVICE: Customer has no dial tone and cannot call out.

P

PMAP: Performance Measurement Analysis Platform

PMQAP: Performance Measurement Quality Assurance Plan

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

Preordering: The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI: Primary Rate ISDN

Provisioning: The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS: Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB: PSIMS software contract for feature/service.

Q

R

RNS: Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS: Regional Ordering System

RRC: Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG: Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR: RSAG software contract for address search.

RSAGTN: RSAG software contract for telephone number search.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

SOCS: Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

SOG: Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

V

W

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

X

Y

Z

Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLDCOM COMMUNICATIONS, INC.,
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. (MCI), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 12, 2001 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety Attachment 4 to the Agreement and to replace it with the new Attachment 4 attached hereto as Exhibit A.
2. All of the other provisions of the Agreement, dated November 12, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

MCI WORLDCOM COMMUNICATIONS, INC.,

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

ATTACHMENT 4

INTERCONNECTION

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INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCI, BellSouth shall provide Interconnection to MCI, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCI originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCI may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 Unless otherwise mutually agreed, the Parties shall maintain the status quo with respect to the existing Points of Interconnection until such time as the Commission in Generic Docket No. 13542-U determines the rights of the Parties with respect to the designation of the Point or Points of Interconnection. The Parties shall not establish new Points of Interconnection during the pendency of Generic Docket No. 13542-U except on mutual agreement. Upon request of either Party, the Parties shall negotiate an amendment to this Agreement to incorporate the provisions of a Commission order in Generic Docket No. 13542-U.

1.3.1 A Party authorized in Generic Docket No. 13542-U to establish new or change existing Points of Interconnection with the other Party will provide written notice of the need to establish or change such Interconnection to the other Party. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCI must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCI chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCI must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCI NXXs are “homed.” It is MCI’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCI to home its NPA/NXX(s) on a BellSouth tandem, MCI’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCI can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCI and as described in this

Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCI and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCI shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCI Interconnection Wire Center ("MCI Wire Center").

1.6.1.5 MCI shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCI to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCI shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCI's Wire Center and MCI shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCI's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCI shall take the fiber from the manhole and terminate it inside MCI's Wire Center in the FOT equipment at MCI's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCI to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCI elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCI and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCI shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCI Interconnection Wire Center ("MCI Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCI to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCI, BellSouth shall allow MCI access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCI shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCI interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCI from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCI to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCI are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCI based on MCI's NXX Access Tandem homing arrangement as specified by MCI in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCI.

2.1.1.6.2 BellSouth and MCI agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCI.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCI will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCI. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCI shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCI's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCI in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

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

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCI's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCI and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCI. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCI's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCI and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCI may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCI for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCI-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCI may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCI has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCI must still establish trunks at all BellSouth access tandems where MCI NXXs are "homed". MCI shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCI may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCI originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCI does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCI must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCI does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCI routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCI agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCI.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCI's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCI's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall not require trunk group fragmentation by traffic types.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCI may order two-way transit trunk groups to each BellSouth access tandem where MCI has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCI to subtend the BellSouth Access Tandem nearest to the MCI Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCI may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCI's request, where MCI is providing the switching, MCI may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCI customer.

2.3.4 All originating Toll Free Service calls for which MCI requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCI for any queries requested by MCI, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCI performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCI will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCI shall be permitted to offer tandem services for switched access traffic. In order to ensure that BellSouth receives appropriate switched access charges, MCI shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides in

conjunction with MCI's tandem service. The billing records shall be subject to audit pursuant to Part A of this Agreement.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCI's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCI's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCI and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCI originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCI's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCI shall pay the appropriate charges associated with the request.

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

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will

alleviate the tandem capacity shortage and ensure completion of traffic between MCI and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCI switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCI switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCI switching center and the BellSouth end office when overflow traffic between the MCI switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCI shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCI's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCI is unwilling to utilize an alternate interconnection protocol, MCI will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCI and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar

growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCI, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCI's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCI's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCI forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as

the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCI work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCI interconnects with a third party through BellSouth, MCI is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCI and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCI interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCI and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCI and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCI and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCI's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCI and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier. Unless and until BellSouth notifies MCI that an independent

telephone company has adopted an alternative to the primary carrier plan, for intraLATA toll calls originating on an independent telephone company's network, MCI shall presume that BellSouth is the intraLATA toll carrier, and shall use the 1101 records provided by BellSouth to bill BellSouth the appropriate access charges. If BellSouth notifies MCI that an independent telephone company has adopted an alternative to the primary carrier plan, the Parties shall amend this Agreement to incorporate the appropriate access billing methods.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 Consistent with its decision in Docket No. 11644-U, the Commission will defer ruling on whether IP Telephony is subject to switched access charges or reciprocal compensation.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCI charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's Order in Docket 11901-U, MCI is entitled to reciprocal compensation for tandem switching because each of MCI's switches in the Atlanta area serves a geographic area comparable to the area served by BellSouth's tandem switch and is functionally equivalent. MCI shall charge BellSouth for tandem switching and end office switching for all Local Traffic. In addition, in those markets specified in Section 9.4.1.1 below, based upon data provided by MCI to BellSouth that MCI's switch serves the same geographic area as BellSouth's tandem switch in such markets, MCI shall charge BellSouth for common transport where common transport is actually used in the termination of a call at a rate equal to one-half of the facility termination charge for common transport per minute of use for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCI for tandem switching, end office switching, and common transport at the rates set forth in Attachment 1 of this Agreement where those elements actually are used in the termination of a call.

9.4.1.1 The markets in which MCI will bill BellSouth for the common transport component described in Section 9.4.1 above is: Atlanta local calling area, as described in Section 9.3 above.

9.4.1.2 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCI utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCI for transport and termination of BellSouth originated traffic, BellSouth will pay MCI no more than the airline miles between the V

& H coordinates of the Point of Interconnection within the LATA where MCI receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCI switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCI at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCI as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Compensation for calls to foreign exchange (as foreign exchange is defined in Section 19 of Docket 11901-U) lines shall be determined in Generic Docket No. 13542-U.

9.4.7.Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Inter-carrier Compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for inter-carrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCI and to permit MCI to validate the BellSouth originating usage measurement audit system. The Parties

agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCI will be based on MCI's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage disputes where the variance between MCI's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCI, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCI. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCI in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCI's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCI to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCI will apply the BellSouth provided quarterly PLU to MCI's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCI delivers an MCI end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCI shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCI for termination to a MCI end user, BellSouth shall compensate MCI at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 For local calls (as defined in the interconnection agreement between MCI and the applicable third party) that originate from a third party, transit BellSouth's network, and terminate to MCI, MCI may require BellSouth, on MCI's behalf, to bill and collect reciprocal compensation from such third party. MCI shall not require BellSouth

to perform billing and collection functions for third parties with which MCI does not have an interconnection agreement. MCI shall provide BellSouth the information from such agreements necessary for BellSouth to fulfill its billing and collection obligations. If MCI requests BellSouth to perform billing and collection functions, the Parties shall meet to establish the appropriate procedures for these functions. BellSouth shall provide such billing and collection functions within an interval, and at rates (recurring and non-recurring, which may include developmental costs), terms, and conditions, which shall be negotiated by the Parties at the time this Service is requested. BellSouth may require MCI to pay for system developmental charges in advance of system development work. BellSouth shall provide the Service within the agreed-upon interval, even if rate negotiations are incomplete, and BellSouth shall set an interim rate, which MCI shall pay, that is just, fair, reasonable, and nondiscriminatory. If interim rates are used, MCI shall pay BellSouth the final negotiated or arbitrated rate, retroactive to the date the Services are first provided. If MCI withdraws a request for the billing and collection functions described in this section, MCI shall be responsible for the costs reasonably incurred by BellSouth prior to the withdrawal of the request, and BellSouth shall refund to MCI any money collected from MCI in excess of such costs.

9.7.1.1 If MCI requires BellSouth to bill and collect from a third party LEC, CLEC or CMRS provider on MCI's behalf, BellSouth shall remit to MCI amounts collected on MCI's behalf, for such calls terminating to MCI using MCI's rates set forth in the interconnection agreement between MCI and the third party. Such rates must be based on a minute of use basis. BellSouth shall provide MCI with information regarding uncollectible accounts, for which BellSouth shall have no obligation to remit amounts to MCI. Uncollectible accounts are those for which BellSouth does not receive payment from the third party by the bill due date (as defined in the interconnection agreement between MCI and the third party). BellSouth is under no obligation to continue collection activity on accounts it has reported to MCI as uncollectible.

9.7.2 If MCI does not request that BellSouth bill and collect on its behalf, BellSouth shall not be responsible for billing and collection with the applicable third party. MCI will instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

9.7.3 Transit Traffic Service. The originating Party of local transit traffic shall compensate the transiting Party at the applicable rates set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on reciprocal compensation payments to the wireless carriers, or indemnify MCI as to any claim the wireless carriers may raise concerning those reciprocal compensation payments.

9.7.4 The Parties agree to deliver transit traffic to the terminating carrier. Except as otherwise provided in this Agreement, the transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCI is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface (“EMI”) format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCI, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCI, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth’s Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC’s Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to

the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCI Customers

Rate Element	Company
Carrier Common Line	MCI
Local Switching	MCI
Interconnection Charge	MCI
Common Trunk Port	MCI
Tandem Transport Fixed	50% MCI / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCI Customers

Rate Element	Company
Carrier Common Line	MCI
Local Switching	MCI
Interconnection Charge	MCI
Common Trunk Port	MCI
Tandem Transport Fixed	50% MCI / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCI orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCI's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCI utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCI end user, MCI shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCI is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCI utilizes BellSouth's unbundled switching and where BellSouth does not bill MCI for the terminating usage on that unbundled switching.

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLDCom COMMUNICATIONS, INC.
AND
BELLSouth TELECOMMUNICATIONS, INC.
DATED NOVEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), for the state of Georgia, MCI WorldCom Communications, Inc. ("MCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 12, 2001 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby mutually agree to add the rates and USOCs attached hereto as Exhibit A to Table 1, Attachment 1 of the Agreement.
2. All of the other provisions of the Agreement, dated November 12, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

MCI WorldCom Communications, Inc.

BellSouth Telecommunications, Inc.

By: (Signature on File)

By: (Signature on File)

Name: Marcel Henry

Name: Elizabeth R. A. Shiroishi

Title: Vice President

Title: Assistant Director,
Interconnection Services

Date: 08/22/02

Date: 08/28/02

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
		2-Wire Voice Grade Georgia Basic Dialing Port without Caller ID capability			UEPSR	UEPWC	1.85	17.16	17.16					18.94	8.42	
		2-Wire Voice Grade Georgia Basic Dialing Port for use with Caller ID			UEPSR	UEPWQ	1.85	17.16	17.16					18.94	8.42	
		2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPSR	UEPWR	1.85	17.16	17.16					18.94	8.42	
		Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.85	17.16	17.16					18.94	8.42	
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
		2-Wire voice unbundled Georgia basic dialing port without Caller ID - bus			UEPSB	UEPWD	1.85	17.16	17.16					18.94	8.42	
		2-Wire voice unbundled Georgia basic dialing port with Caller ID - bus			UEPSB	UEPWP	1.85	17.16	17.16					18.94	8.42	
		Incoming Only without Caller ID capability			UEPSB	UEPBE	1.85	17.16	17.16					18.94	8.42	
	EXCHANGE PORT RATES (DID & PBX)															
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPSE	UEPPQ	1.85	17.16	17.16					18.94	8.42	
		2-Wire voice unbundled Georgia basic dialing port - 1-Way Outdial Trunk			UEPSP	UEPWS	1.85	17.16	17.16					18.94	8.42	
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPSP	UEPWT	1.85	17.16	17.16					18.94	8.42	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire Voice Grade Georgia Basic Dialing Port without Caller ID capability			UEPRX	UEPWC	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		2-Wire Voice Grade Georgia Basic Dialing Port for use with Caller ID			UEPRX	UEPWQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
	2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled Georgia basic dialing port without Caller ID - bus			UEPBX	UEPWD	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		2-Wire voice unbundled Georgia basic dialing port with Caller ID - bus			UEPBX	UEPWP	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		Incoming Only without Caller ID capability			UEPBX	UEPBE	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPRG	UEPPQ	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		2-Wire voice unbundled Georgia basic dialing port - 1-Way Outdial Trunk			UEPPX	UEPWS	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	1.79	22.14	15.25	8.45	3.91			33.67	7.88	11.17
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Line Port (Res)														
		2-Wire Voice Grade Georgia Basic Dialing Port without Caller ID capability			UEPRX	UEPWC	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire Voice Grade Georgia Basic Dialing Port for use with Caller ID			UEPRX	UEPWQ	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled Georgia basic dialing port without Caller ID - bus			UEPBX	UEPWD	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port with Caller ID - bus			UEPBX	UEPWP	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		Incoming Only without Caller ID capability			UEPBX	UEPBE	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPRG	UEPPQ	14.00	90.00	90.00				33.67	7.88	11.17	3.91
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		2-Wire voice unbundled Georgia basic dialing port - 1-Way Outdial Trunk			UEPPX	UEPWS	1.79	22.14	15.25	8.45	3.91		33.67	7.88	11.17	3.91
		2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	1.79	22.14	15.25	8.45	3.91		33.67	7.88	11.17	3.91

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLDCOM COMMUNICATIONS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc., ("MCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 12, 2001 ("Agreement") for the state of Georgia.

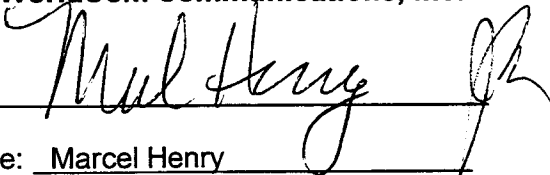
WHEREAS, BellSouth and MCI entered into the Agreement on November 12, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated November 12, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. Neither party waives any right to seek clarification from the Commission regarding retroactive application of the rates contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

MCI WorldCom Communications, Inc.

By: 

Name: Marcel Henry

Title: Vice-President

Date: 9/11/02

BellSouth Telecommunications, Inc.

By: 

Name: PATRICIA C. FENWICK

Title: Asst. Director

Date: 09-17-02

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 1			Table: Q		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecur. Disconnect										
							First	Add'l	First									Add'l	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																			
	Exchange Ports																		
NOTE: Although the Port Rate Includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																			
2-WIRE VOICE GRADE LINE PORT RATES (RES)																			
	2-Wire Voice Grade Georgia Basic Dialing Port without Caller ID capability			UEPSR	UEPWC	1.85	17.16	17.16						18.94	8.42				
	2-Wire Voice Grade Georgia Basic Dialing Port for use with Caller ID			UEPSR	UEPWQ	1.85	17.16	17.16						18.94	8.42				
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPSR	UEPWR	1.85	17.16	17.16						18.94	8.42				
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.85	17.16	17.16						18.94	8.42				
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																			
	2-Wire voice unbundled Georgia basic dialing port without Caller ID - bus			UEPSB	UEPWD	1.85	17.16	17.16						18.94	8.42				
	2-Wire voice unbundled Georgia basic dialing port with Caller ID - bus			UEPSB	UEPWP	1.85	17.16	17.16						18.94	8.42				
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.85	17.16	17.16						18.94	8.42				
EXCHANGE PORT RATES (DID & PBX)																			
	2-Wire voice unbundled Georgia basic dialing port - 2-Way PBX Trunk			UEPSE	UEPPQ	1.85	17.16	17.16						18.94	8.42				
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Outdial Trunk			UEPSP	UEPWS	1.85	17.16	17.16						18.94	8.42				
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPSP	UEPWT	1.85	17.16	17.16						18.94	8.42				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																			
> Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																			
> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop																			
> The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																			

UNBUNDLED NETWORK ELEMENTS - Georgia																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1			Table: 2			
						Rec	Nonrecurring		Nonrecur. Disconnect			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 Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							First	Add'l	First								Add'l	SOMECH
	2-Wire Voice Grade Line Port Rates (Res)																	
	2-Wire Voice Grade Georgia Basic Dialing Port without Caller ID capability			UEPRX	UEPWC	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-Wire Voice Grade Georgia Basic Dialing Port for use with Caller ID			UEPRX	UEPWQ	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
	2-Wire Voice Grade Line Port (Bus)																	
	2-Wire voice unbundled Georgia basic dialing port without Caller ID - bus			UEPBX	UEPWD	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port with Caller ID - bus			UEPBX	UEPWP	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	Incoming Only without Caller ID capability			UEPBX	UEPBE	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
	2-Wire Voice Grade Line Port Rates (RES - PBX)																	
	2-Wire voice unbundled Georgia basic dialing port - 2-Way PBX Trunk			UEPRG	UEPPQ	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																	
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																	
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Outdial Trunk			UEPPX	UEPWS	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	1.79	22.14	15.25	8.45		3.91			33.67	7.88		11.17	3.91
	UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
> Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																		
> This includes unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.																		
> The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																		
> BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																		
> The Market Rate for unbundled ports includes all available features in all states.																		
> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a																		

**AMENDMENT
TO
MCI WORLDCOM COMMUNICATIONS/BELLSOUTH INTERCONNECTION
AGREEMENT
DATED
NOVEMBER 12, 2001**

Pursuant to this Amendment to the MCI WorldCom Communications/BellSouth Interconnection Agreement (the "Amendment"), for the state of Georgia, MCI WorldCom Communications, Inc. ("MCI") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCI/BellSouth Interconnection Agreement dated November 12, 2001 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCI and BellSouth hereby covenant and agree as follows:

1. Attachment 3, subsection 2.4.6 is created to read:
 - 2.4.6 Notwithstanding any other provision of this Agreement, MCI may request that BellSouth provide Atypical Combinations of unbundled Network Elements. Atypical Combinations are combinations of such network elements that are neither Existing Combinations nor Typical Combinations as these terms are defined above, in this Section. In compliance with FCC Rule 51.315(d), requests for Atypical Combinations of unbundled Network Elements are available through the Bona Fide Request process as set forth in Exhibit 1, Part A of the General Terms and Conditions of this Agreement. Rates for Atypical Combinations of unbundled Network Elements shall be negotiated pursuant to Section 1.4 of Attachment 1 and the Bona Fide Request process.
2. Attachment 3, subsection 2.11 is hereby deleted in its entirety, and replaced with the following:
 - 2.11 BellSouth shall offer each Network Element individually and, at MCI's request, shall offer Existing Combinations, Typical Combinations, and, pursuant to subsection 2.4.6, Atypical Combinations. MCI may order Network Elements individually and combine them itself into other combinations. BellSouth shall not require MCI to combine Network Elements. BellSouth shall not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination.
3. All of the other provisions of the Agreement, dated November 12, 2001, shall remain in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
5. This Amendment is intended to incorporate the decision of the United States Supreme Court in *Verizon vs. FCC*, 122 S.Ct. 1646, (May 13, 2002), and any action resulting from the court's remand to the 8th Circuit Court of Appeals, regarding the effect of such decision and action on MCI's purchase of new combinations of loop and transport. By executing this Amendment MCI is not waiving its right to seek additional amendments to the Interconnection Agreement, incorporating said decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

MCI WorldCom Communications, Inc.

BY: Signature on File

BY: Signature on File

NAME: Pat Finlen

NAME: C. A. Benson for Marcel Henry

TITLE: Assistant Director

TITLE: Vice President

DATE: 9-27-02

DATE: 9-25-02

MCI WorldCom - GA

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLDCom COMMUNICATIONS, INC.
AND
BELLSouth TELECOMMUNICATIONS, INC.
DATED NOVEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. ("MCIIm"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 12, 2001 ("Agreement") and shall be deemed effective as of thirty (30) calendar days after the date of the final signature on this document.

WHEREAS, BellSouth and MCIIm entered into the Agreement on November 12, 2001,
and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties desire to amend the Interconnection Agreement by adding the UNE Service Advancement Date Charge contained in Exhibit 1 to Attachment 1 Table 1;
2. The Parties desire to amend The General Terms and Conditions – Part A, Section 13, to change the MCIIm contact information as follows:

MCI WorldCom Communications, Inc.

MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier Management

Copy to:
Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, DC 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
205 North Michigan Avenue
Chicago, IL 60601

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022

3. All of the other provisions of the Agreement, dated November 12, 2001, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

MCI WorldCom Communications, Inc.

By: Original on File

Name: Marcel Henry

Title: Vice-President, National
Contract and Carrier Management

Date: 3/4/03

BellSouth Telecommunications, Inc.

By: Original on File

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 3/6/03

NETWORK ELEMENTS - Georgia															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment:1	Table: 1					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic- Add1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add1			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add1	First	Add1	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.3 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00								

EXHIBIT 2

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
		Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.85	17.16	17.16				18.94	8.42		
	Non-Recurring															
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		2.01	0.31				33.67	7.88	11.17	3.91
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		2.01	0.31							
UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.85	17.16	17.16				18.94	8.42		
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.85	17.16	17.16				18.94	8.42		
Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		2.01	0.31				33.67	7.88	11.17	3.91
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		2.01	0.31							

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. (Z-Tel), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement").

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003,
and;

WHEREAS, BellSouth and Z-Tel are amending the Agreement to add additional rates, terms and conditions in order to comply with directives of the Georgia Public Service Commission;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. In order to implement the Georgia Public Service Commission Order dated June 24, 2003, the Parties agree to replace certain Georgia rates as set forth in Table 1 of Attachment 1 with the specified Georgia rates as set forth in Amendment Exhibit 1 attached hereto and incorporated herein by this reference. These rates shall be effective as of June 24, 2003 and shall remain in effect except as specifically modified below.
2. The Parties agree to replace certain Georgia rates as set forth in Exhibit 1 of this Amendment with the rates specified in Exhibit 2 of this Amendment, which is attached hereto and incorporated herein by this reference. These rates shall be effective on the effective date of the Reconsideration Order in Docket 14361-U, September 22, 2003.
3. All of the other provisions of the Agreement dated April 18, 2003 shall remain unchanged and in full force and effect.
4. The Parties recognize that the rates set forth in this Amendment have been ordered by the Georgia Public Service Commission and have not been the subject of negotiations between the Parties. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996. However, by doing so, the Parties are not waiving their right to oppose approval of this Amendment under Section 252(e)(2) or to seek judicial review of the rates contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Z-Tel Communications, Inc.



Signature

DONALD C. DAVIS

Name

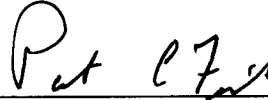
VICE PRESIDENT

Title

10/13/03

Date

BellSouth Telecommunications, Inc.



Signature

Patrick C. Finlen

Name

Assistant Director

Title

10/24/03

Date

Z-Tel Communications, Inc. GA Rate Amendment

[CCCS Amendment 2 of 62]

RESALE - Georgia												Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS (OSS)															
	NOTE: OSS - Electronic Service Order Charge, Per Local Service Request (LSR) = \$110.00 Per Each Additional 1000 Orders Per Month														
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only Per First 1000 Orders Per Month			SYS	SOMGA	550.00									
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc		0.00	0.00	0.00	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		21.99	0.00	21.99	0.00					

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
OPERATIONAL SUPPORT SYSTEMS (OSS)																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "regional" OSS charges as offered by BellSouth. The OSS charges currently contained in this rate exhibit are the PSC state ordered "state specific" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two.																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECA rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECA rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																		
NOTE: (3) OSS - Electronic Service Order Charge, Per Local Service Request (LSR) = \$110.00 Per Each Additional 1000 Orders Per Month																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month						UE+++	SSOSS	SOMGA	550.00							
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only								SOMECA	0	0.00	0.00	0.00	0.00			
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only								SOMAN		11.73	0.00	6.13	0.00			
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1					1	UEANL	UEAL2		10.24	40.02	9.99	5.61	1.72			
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2					2	UEANL	UEAL2		15.37	40.02	9.99	5.61	1.72			
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3					3	UEANL	UEAL2		30.44	40.02	9.99	5.61	1.72			
		Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC			18.92	18.92					
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		57.79							
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
		2 Wire Unbundled Copper Loop Non-Designed- Zone 1					1	UEQ	UEQ2X		11.02	44.69	22.40	0.00	0.00			
		2 Wire Unbundled Copper Loop Non-Designed- Zone 2					2	UEQ	UEQ2X		12.72	44.69	22.40	0.00	0.00			
		2 Wire Unbundled Copper Loop Non-Designed- Zone 3					3	UEQ	UEQ2X		20.22	44.69	22.40	0.00	0.00			
		Loop Testing - Basic 1st Half Hour						UEQ	URET1			25.12	25.12					
		Loop Testing - Basic Additional Half Hour						UEQ	URETA			13.62	13.62					
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2		11.26	79.85	24.65	18.92	7.87			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2		16.43	79.85	24.65	18.92	7.87			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2		31.49	79.85	24.65	18.92	7.87			
		Order Coordination for Specified Conversion Time (per LSR)						UEA	OCOSL			57.79						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2		11.26	79.85	24.65	18.92	7.87			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2					2	UEA	UEAR2		16.43	79.85	24.65	18.92	7.87			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3					3	UEA	UEAR2		31.49	79.85	24.65	18.92	7.87			
		Order Coordination for Specified Conversion Time (per LSR)						UEA	OCOSL			57.79						
4-WIRE ANALOG VOICE GRADE LOOP																		
		4-Wire Analog Voice Grade Loop - Zone 1					1	UEA	UEAL4		17.33	93.01	28.17	19.52	8.12			
		4-Wire Analog Voice Grade Loop - Zone 2					2	UEA	UEAL4		20.74	93.01	28.17	19.52	8.12			
		4-Wire Analog Voice Grade Loop - Zone 3					3	UEA	UEAL4		28.81	93.01	28.17	19.52	8.12			
		Order Coordination for Specified Conversion Time (per LSR)						UEA	OCOSL			57.79						
2-WIRE ISDN DIGITAL GRADE LOOP																		
		2-Wire ISDN Digital Grade Loop - Zone 1					1	UDN	U1L2X		21.89	180.06	35.25	18.23	6.97			
		2-Wire ISDN Digital Grade Loop - Zone 2					2	UDN	U1L2X		25.27	180.06	35.25	18.23	6.97			
		2-Wire ISDN Digital Grade Loop - Zone 3					3	UDN	U1L2X		40.17	180.06	35.25	18.23	6.97			

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		57.79									
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	I	1	UDC	UDC2X	21.89	44.69	31.55	0.00	0.00						
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	I	2	UDC	UDC2X	25.27	44.69	31.55	0.00	0.00						
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	I	3	UDC	UDC2X	40.17	44.69	31.55	0.00	0.00						
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		57.79									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservatoin - Zone 1	I	1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		57.79									
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		57.79									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		57.79									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		57.79									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		57.79									
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	39.61	211.93	72.49	38.24	7.20						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	44.72	211.93	72.49	38.24	7.20						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	59.04	211.93	72.49	38.24	7.20						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		57.79									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	21.21	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	27.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.38	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.21	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.38	196.66	37.00	18.82	7.20						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		57.79									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.21	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.22	196.66	37.00	18.82	7.20						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.38	196.66	37.00	18.82	7.20						
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		57.79									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.92	18.92								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	35.56	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	41.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	65.28	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.56	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	41.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.28	44.69	31.55	0.00	0.00						
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	30.85	44.69	31.55	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	53.87	44.69	31.55	0.00	0.00						
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	98.64	44.69	31.55	0.00	0.00						
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	47.56	44.69	31.55	0.00	0.00						
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	54.93	44.69	31.55	0.00	0.00						
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	87.30	44.69	31.55	0.00	0.00						
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		0.00	0.00								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL	USBSA		255.76									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL	USBSB		7.29									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		175.09									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.61									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.37	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.88	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	18.59	28.46	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	5.74	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.89	31.07	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	17.97	31.07	4.79	2.27	0.01						
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.61	28.46	3.85	2.20	0.01						
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.67	31.07	4.79	2.27	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.75	28.46	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.21	28.46	3.85	2.20	0.01						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	8.80	28.46	3.85	2.20	0.01						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.12	31.07	4.79	2.27	0.01						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	6.12	31.07	4.79	2.27	0.01						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	8.69	31.07	4.79	2.27	0.01						
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.533	25.12	12.28								
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.86	20.69								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		56.03	43.86								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
SUB-LOOPS																	
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		255.76									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		7.29	7.29								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		183.87	7.29								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	5.72	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	7.40	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	13.86	77.57	23.66	18.92	7.87						
		Unbundle Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	5.72	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	7.40	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	13.86	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	5.72	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	7.40	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	13.86	77.57	23.66	18.92	7.87						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	12.83	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	12.06	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	12.09	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	12.83	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	12.06	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	12.09	89.60	26.71	19.52	8.12						
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	12.95	162.56	29.05	18.23	6.97						
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	15.63	162.56	29.05	18.23	6.97						
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	21.54	162.56	29.05	18.23	6.97						

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UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
												</					

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.50	0.43								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.65	0.76	4.24	0.51						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.65	0.76	4.24	0.51						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.50	1.25								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		2.93	1.68								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		2.93	0.43								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.50									
		LINE INFORMATION DATA BASE ACCESS (LIDB)															
		LIDB Common Transport Per Query			OQT		0.0000682										
		LIDB Validation Per Query			OQU		0.0266962										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		33.24	33.24	39.35	39.35						
		SIGNALING (CCS7)															
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.15	28.15	33.32	33.32						
		E911 SERVICE															
		Local Channel - Dedicated - 2-wr Voice Grade					7.74	121.07	53.30	46.40	13.37						
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0057										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					12.87	48.46	19.48	16.58	5.00						
		Local Channel - Dedicated - DS1 - Zone 1					18.16	149.46	111.20	40.36	26.12						
		Local Channel - Dedicated - DS1 - Zone 2					52.47	149.46	111.20	40.36	26.12						
		Local Channel - Dedicated - DS1 - Zone 3					157.03	149.46	111.20	40.36	26.12						
		Interoffice Transport - Dedicated - DS1 Per Mile					0.1154										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					34.19	111.03	80.28	31.36	21.73						
		CALLING NAME (CNAM) SERVICE															
		CNAM for DB Owners, Per Query			OQV		0.0009924										
		CNAM for Non DB Owners, Per Query			OQV		0.0009924										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00								
		SELECTIVE ROUTING															
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		102.19	61.15	12.68	6.34						
		VIRTUAL COLLOCATION															
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0188	0.00	0.00	0.00	0.00						
		PHYSICAL COLLOCATION															
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0197	0.00	0.00								
		AIN SELECTIVE CARRIER ROUTING															
		Regional Service Establishment			SRC	SRCEC		101,311.67	101,311.67	7,833.25	7,833.25						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1	
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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	End Office Establishment			SRC	SRCEO		158.92	158.92	1.64	1.64					
	Line/Port NRC, per end user			SRC	SRCLP		2.06	2.06							
	Query NRC, per query			SRC		0.0020368									
AIN - BELL SOUTH AIN SMS ACCESS SERVICE															
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		41.41	41.41	41.63	41.63					
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.15	8.15	9.16	9.16					
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.15	8.15	9.16	9.16					
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.29	35.29	26.50	26.50					
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		40.24	40.24	11.72	11.72					
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0038									
	AIN SMS Access Service - Session, Per Minute					1.81									
	AIN SMS Access Service - Company Performed Session, Per Minute					0.8323									
AIN - BELL SOUTH AIN TOOLKIT SERVICE															
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		41.41	41.41	41.63	41.63					
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,236.62	4,236.62							
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.15	8.15	9.16	9.16					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.15	8.15	9.16	9.16					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.15	8.15	9.16	9.16					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		33.98	33.98	14.09	14.09					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		33.98	33.98	14.09	14.09					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		33.98	33.98	14.09	14.09					
	AIN Toolkit Service - Query Charge, Per Query					0.0271438									
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0059195									
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.04									
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	14.78	8.15	8.15	5.71	5.71					
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	6.46	8.98	8.98							
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.54	8.15	8.15	5.71	5.71					
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.22	8.98	8.98							
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as 'Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as 'Currently Combined' Network Elements.															
NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.															
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.26	195.94	36.38	18.42	6.86					
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	16.43	195.94	36.38	18.42	6.86					
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	31.49	195.94	36.38	18.42	6.86					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1154									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97					
	I/O Channelization System in combination Per Month			UNC1X	MQ1	69.75	86.10								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1							
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										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								UNCVX	1D1VG	0.4689	27.33	2.90	16.86	1.04						
							1	UNCVX	UEAL2	11.26	195.94	36.38	18.42	6.86						
							2	UNCVX	UEAL2	16.43	195.94	36.38	18.42	6.86						
							3	UNCVX	UEAL2	31.49	195.94	36.38	18.42	6.86						
								UNCVX	1D1VG	0.4689	27.33	2.90	16.86	1.04						
								UNC1X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																				
							1	UNCVX	UEAL4	17.33	195.94	36.38	18.42	6.86						
							2	UNCVX	UEAL4	20.74	195.94	36.38	18.42	6.86						
							3	UNCVX	UEAL4	28.81	195.94	36.38	18.42	6.86						
								UNC1X	1L5XX	0.1154										
								UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97						
								UNC1X	MQ1	69.75	86.10									
								UNCVX	1D1VG	0.4689	27.33	2.90	16.86	1.04						
							1	UNCVX	UEAL4	17.33	195.94	36.38	18.42	6.86						
							2	UNCVX	UEAL4	20.74	195.94	36.38	18.42	6.86						
							3	UNCVX	UEAL4	28.81	195.94	36.38	18.42	6.86						
								UNCVX	1D1VG	0.4689	27.33	2.90	16.86	1.04						
								UNC1X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																				
							1	UNCDX	UDL56	21.21	195.94	36.38	18.42	6.86						
							2	UNCDX	UDL56	27.22	195.94	36.38	18.42	6.86						
							3	UNCDX	UDL56	36.38	195.94	36.38	18.42	6.86						
								UNC1X	1L5XX	0.1154										
								UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97						
								UNC1X	MQ1	69.75	86.10									
								UNCDX	1D1DD	0.9963	27.33	2.90	16.86	1.04						
							1	UNCDX	UDL56	21.21	195.94	36.38	18.42	6.86						
							2	UNCDX	UDL56	27.22	195.94	36.38	18.42	6.86						
							3	UNCDX	UDL56	36.38	195.94	36.38	18.42	6.86						
								UNCDX	1D1DD	0.9963	27.33	2.90	16.86	1.04						
								UNC1X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																				
							1	UNCDX	UDL64	21.21	195.94	36.38	18.42	6.86						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.22	195.94	36.38	18.42	6.86						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.38	195.94	36.38	18.42	6.86						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1154										
		interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	69.75	86.10									
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9963	27.33	2.90	16.86	1.04						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	21.21	195.94	36.38	18.42	6.86						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	27.22	195.94	36.38	18.42	6.86						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.38	195.94	36.38	18.42	6.86						
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.9963	27.33	2.90	16.86	1.04						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	39.61	209.45	70.44	37.91	6.86						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	44.72	209.45	70.44	37.91	6.86						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	59.04	209.45	70.44	37.91	6.86						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1154										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	39.61	209.45	70.44	37.91	6.86						
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	44.72	209.45	70.44	37.91	6.86						
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	59.04	209.45	70.44	37.91	6.86						
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.53										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	342.02	325.91	77.07	49.56	32.88						
		3/1Channel System in combination per month			UNC3X	MQ3	121.90										
		DS1 COCI in combination per month			UNC1X	UC1D1	7.35	27.33	2.90	16.86	1.04						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	39.61	209.45	70.44	37.91	6.86						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	44.72	209.45	70.44	37.91	6.86						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	59.04	209.45	70.44	37.91	6.86						
		Additional DS1 COCI in combination per month			UNC1X	UC1D1	7.35	27.33	2.90	16.86	1.04						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.70	5.70	6.61	6.61						
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	11.26	195.94	36.38	18.42	6.86						
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	16.43	195.94	36.38	18.42	6.86						
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	31.49	195.94	36.38	18.42	6.86						
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0057										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	12.87	66.53	33.61	43.42	27.60						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.70	5.70	6.61	6.61						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT														
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	17.33	195.94	36.38	18.42	6.86					
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	20.74	195.94	36.38	18.42	6.86					
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	28.81	195.94	36.38	18.42	6.86					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0057									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	10.78	66.53	33.61	43.42	27.60					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.70	5.70	6.61	6.61					
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.97									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	253.38	1,260.47	628.84	41.53	20.76					
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.53									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	342.02	325.91	77.07	49.56	32.88					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.70	5.70	6.61	6.61					
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
		STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	10.97									
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	305.42	1,260.47	628.84	41.53	20.76					
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.53									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	358.67	325.91	77.07	49.56	32.88					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.70	5.70	6.61	6.61					
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT														
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.24	195.94	36.38	18.42	6.86					
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.23	195.94	36.38	18.42	6.86					
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	40.14	195.94	36.38	18.42	6.86					
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.1154									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	34.19	87.76	45.73	43.80	27.97					
		1/0 Channel System in combination - per month			UNC1X	MQ1	69.75	86.10								
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	1.66	27.33	2.90	16.86	1.04					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.24	195.94	36.38	18.42	6.86					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	25.23	195.94	36.38	18.42	6.86					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	40.14	195.94	36.38	18.42	6.86					
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	1.66	27.33	2.90	16.86	1.04					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.70	5.70	6.61	6.61					
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	39.61	209.45	70.44	37.91	6.86					
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	44.72	209.45	70.44	37.91	6.86					
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	59.04	209.45	70.44	37.91	6.86					
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.53									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	358.67	325.91	77.07	49.56	32.88					
		3/1 Channel System in combination per month			UNCSX	MQ3	121.90									
		DS1 COCI in combination per month			UNC1X	UC1D1	7.35	27.33	2.90	16.86	1.04					

		is charge
ADDITIONAL NETWORK ELEMENTS		

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UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports																	
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																		
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.					UEPSR	UEPRL	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.					UEPSR	UEPRC	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.					UEPSR	UEPRO	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)					UEPSR	UEPAP	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Voice Georgia basic dialing port without Caller ID					UEPSR	UEPWC	1.09	2.42	2.31	1.37	1.28					
		2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res					UEPSR	UEPWQ	1.09	2.42	2.31	1.37	1.28					
		2-Wire voice unbundled Georgia basic dialing port - outgoing only					UEPSR	UEPWR	1.09	2.42	2.31	1.37	1.28					
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability					UEPSR	UEPRT	1.09	2.42	2.31	1.37	1.28					
	FEATURES																	
		All Available Vertical Features					UEPSR	UEPVF	0.00	0.00	0.00							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus					UEPSB	UEPBL	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.					UEPSB	UEPBC	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Voice Georgia Business Basic Dialing Port, with Caller ID capability					UEPSB	UEPWP	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.					UEPSB	UEPBO	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus					UEPSB	UEPB1	1.09	2.42	2.31	1.37	1.28					
		Exchange Ports - 2-Wire Voice Georgia Business Dialing Plan without Caller ID					UEPSB	UEPWD	1.09	2.42	2.31	1.37	1.28					
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability					UEPSB	UEPBE	1.09	2.42	2.31	1.37	1.28					
		Subsequent Activity					UEPSB	USASC	0.00	0.00	0.00							
	FEATURES																	
		All Available Vertical Features					UEPSB	UEPVF	0.00	0.00	0.00							
	EXCHANGE PORT RATES (DID & PBX)																	
		2-Wire VG Unbundled 2-Way PBX Trunk - Res					UEPSE	UEPRD	1.09	28.88	13.63	11.48	0.83					
		2-Wire voice unbundled Georgia extended dialing port, PBX 1-Way Outdial Trunk					UEPSE	UEPPO	1.09	28.88	13.63	11.48	0.83					
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus					UEPSP	UEPPC	1.09	28.88	13.63	11.48	0.83					
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus					UEPSP	UEPPO	1.09	28.88	13.63	11.48	0.83					
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus					UEPSP	UEPP1	1.09	28.88	13.63	11.48	0.83					
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus					UEPSP	UEPLD	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled PBX LD Terminal Ports					UEPSP	UEPLD	1.09	28.88	13.63	11.48	0.83					
		2-Wire Vice Unbundled 2-Way PBX Usage Port					UEPSP	UEPXA	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports					UEPSP	UEPXB	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port					UEPSP	UEPXC	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					UEPSP	UEPXD	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port					UEPSP	UEPXE	1.09	28.88	13.63	11.48	0.83					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					UEPSP	UEPXL	1.09	28.88	13.63	11.48	0.83					

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.09	28.88	13.63	11.48	0.83						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.09	28.88	13.63	11.48	0.83						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.09	28.88	13.63	11.48	0.83						
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPSP	UEPWS	1.09	28.88	13.63	11.48	0.83						
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPSP	UEPWT	1.09	28.88	13.63	11.48	0.83						
	2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPSP	UEPPQ	1.09	28.88	13.63	11.48	0.83						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					1.09	2.42	2.31	1.37	1.28						
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	5.50	122.26	18.65	54.82	3.45						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	41.20	200.96	93.00	65.81	2.33						
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	6.09	76.39	51.50	45.67	10.36						
	All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
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 with Detailed E911 Locator Capability			UEPEX	UEPEX	65.13	198.74	97.29	72.95	17.69						
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.09	2.42	2.31	1.37	1.28						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		2.01	0.31								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		2.01	0.31								
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.09	2.42	2.31	1.37	1.28						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.09	2.42	2.31	1.37	1.28						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		2.01	0.31								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		2.01	0.31							
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU					0.0006153									
	End Office Trunk Port - Shared, Per MOU					0.0001226									
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU					0.0000972									
	Tandem Trunk Port - Shared, Per MOU					0.0001557									
	Common Transport														
	Common Transport - Per Mile, Per MOU					0.0000027									
	Common Transport - Facilities Termination Per MOU					0.0001914									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.22									
	2-Wire VG Loop/Port Combo - Zone 2		2			15.35									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.04									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.45									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.14									
2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port without Caller ID capability - res			UEPRX	UEPWC	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - res			UEPRX	UEPWQ	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - outgoing only			UEPRX	UEPWR	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Grade Unbundled Port without Caller ID, Georgia			UEPRX	UEPRV	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Grade Unbundled Port with Caller ID, Georgia			UEPRX	UEPRU	0.9019	10.05	7.36	1.37	1.28					
FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00							
LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10							
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.22									
	2-Wire VG Loop/Port Combo - Zone 2		2			15.35									
	2-Wire VG Loop/Port Combo - Zone 3		3			31.04									
UNE Loop Rates															

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.32									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.45									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.14									
	2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPBI	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled Georgia basic dialing port, without Caller ID capability - bus			UEPBX	UEPWD	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled Georgia basic dialing port for use with Caller ID - bus			UEPBX	UEPWP	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	0.9019	10.05	7.36	1.37	1.28					
	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							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			10.22									
		2-Wire VG Loop/Port Combo - Zone 2		2			15.35									
		2-Wire VG Loop/Port Combo - Zone 3		3			31.04									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.32									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.45									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.14									
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	0.9019	10.05	7.36	1.37	1.28					
		2-Wire voice unbundled Georgia extended dialing port, PBX 1-Way Outdial Trunk			UEPRG	UEPPO	0.9019	10.05	7.36	1.37	1.28					
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
	FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		0.10	0.10							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		0.10	0.10							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			10.22									
		2-Wire VG Loop/Port Combo - Zone 2		2			15.35									
		2-Wire VG Loop/Port Combo - Zone 3		3			31.04									
	UNE Loop Rates															

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.45									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.14									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	0.9019	10.05	7.36	1.37	1.28					
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	0.9019	10.05	7.36	1.37	1.28					
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	0.9019	10.05	7.36	1.37	1.28					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - 1-Way Oudial Trunk			UEPPX	UEPWS	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - 2-Way Trunk			UEPPX	UEPWT	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - 2-way PBX Trunk			UEPPX	UEPPQ	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Ports			UEPPX	UEPPS	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX Toll Terminal Ports			UEPPX	UEPPT	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX LD DDD Terminal Port			UEPPX	UEPPU	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard Port			UEPPX	UEPPV	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX LD Terminal Switchboard DDD Capable Port			UEPPX	UEPPW	0.9019	10.05	7.36	1.37	1.28					
	2-Wire voice unbundled Georgia basic dialing port - PBX 2-Way Trunk			UEPPX	UEPPC	0.9019	10.05	7.36	1.37	1.28					
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		0.10	0.10							
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		0.10	0.10							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT														
	UNE Port/Loop Combination Rates														
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			10.22									
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			15.35									
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			31.04									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.32									

[illegible]

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		19.03										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		23.75										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		36.51										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR USL2X		13.84										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR USL2X		18.56										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR USL2X		31.33										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR UEPPB		5.19	161.36	141.68	43.68	8.37						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR USACB		0.00	42.52	26.99								
	ADDITIONAL NRCS															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB UEPPR USASB			0.00									
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR LNPCX		0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCA		0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR U1UCB		0.00	0.00	0.00								
	CSD			UEPPB UEPPR U1UCC		0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR U1UMA		0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR UEPVF		0.00	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR M1GNC		12.8757	48.46	19.48	16.58	5.00						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR M1GNM		0.0057	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		104.74										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		109.85										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		124.17										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP USL4P		39.61										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP USL4P		44.72										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP USL4P		59.04										
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP UEPPP		65.13	365.73	187.42	73.41	21.80						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP USACP		0.00	122.56	77.97								
	ADDITIONAL NRCS															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way Tel Nos. (except NC)			UEPPP PR7TF			0.50									

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		10.72								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		21.43								
	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	13.59								
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	13.59								
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	13.59								
	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														
	Fixed Each Including First Mile			UEPPP	1LN1A	34.31	111.03	80.28	31.36	21.73					
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.1154									
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT														
	UNE Port/Loop Combination Rates														
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		80.81									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		85.91									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		100.24									
	UNE Loop Rates														
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	39.61									
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	44.72									
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	59.04									
	UNE Port Rate														
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	41.20	392.25	185.06	80.17	7.86					
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		132.19	66.79							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		132.19	66.79							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		132.19	66.79							
	ADDITIONAL NRCS														
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		0.00	0.00							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		13.95	13.95							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		13.95	13.95							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		13.95	13.95							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		13.95	13.95							
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		13.95	13.95							
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
	Each System can have up to 24 combinations of rates depending on type and number of ports used														
	UNE DS1 Loop														

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	39.61	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	44.72	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	59.04	0.00	0.00							
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	43.04	0.00	0.00							
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	86.06	0.00	0.00							
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	172.16	0.00	0.00							
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	258.24	0.00	0.00							
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	344.32	0.00	0.00							
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	430.40	0.00	0.00							
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	516.48	0.00	0.00							
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	688.64	0.00	0.00							
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	860.80	0.00	0.00							
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	1,032.96	0.00	0.00							
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	1,205.12	0.00	0.00							
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	153.24	8.37							
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	379.04	253.97	69.43	8.35					
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	379.04							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	379.04							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.09	0.00	0.00	0.00	0.00					
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.09	0.00	0.00	0.00	0.00					
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.09	0.00	0.00	0.00	0.00					
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	5.50	0.00	0.00	0.00	0.00					
Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.4689	12.90	6.80	1.96	1.95					
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.4689	38.09	9.18	26.77	5.34					
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00							
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
This includes:															
Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
The Market Rate for unbundled ports includes all available features in all states.															
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: 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 VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.32									
	2-Wire VG Loop/Port Combo - Zone 2		2			28.46									
	2-Wire VG Loop/Port Combo - Zone 3		3			44.14									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.46									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.14									
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.32									
	2-Wire VG Loop/Port Combo - Zone 2		2			28.46									
	2-Wire VG Loop/Port Combo - Zone 3		3			44.14									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.46									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.14									
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.32									
	2-Wire VG Loop/Port Combo - Zone 2		2			28.46									
	2-Wire VG Loop/Port Combo - Zone 3		3			44.14									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	14.46									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	30.14									
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			23.32									
	2-Wire VG Loop/Port Combo - Zone 2		2			28.46									
	2-Wire VG Loop/Port Combo - Zone 3		3			44.14									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	9.32									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	14.46									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	30.14									

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT														
		UNE Port/Loop Combination Rates														
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			23.32									
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			28.46									
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			44.14									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.32									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.46									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.14									

LOCAL INTERCONNECTION - Georgia											Attachment: 1		Table: 1					
CATEGORY	RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	TANDEM SWITCHING																	
		Tandem Switching Function Per MOU						OHD	0.0004086									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0004086									
		Tandem Intermediary Charge, per MOU*						OHD	0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
	END OFFICE SWITCHING																	
		End Office Switching Function, Per MOU						OHD	.0006153									
	TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0						OHD	TPP++	21.53	8.11							
		Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00								
		Dedicated End Office Trunk Port Service-per DS1**						OH1	OH1MS	0.00								
		Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00								
		Dedicated Tandem Trunk Port Service-per DS1**						OH1	OH1MS	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
	COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU						OHD	0.0000027									
		Common Transport - Facilities Termination Per MOU						OHD	0.0001914									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHL, OHM	1L5NF	0.0057								
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHL, OHM	1L5NF	12.87	48.46	19.48	16.58	5.00				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHL, OHM	1L5NK	0.0057								
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHL, OHM	1L5NK	0.0057								
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHL, OHM	1L5NK	7.83	48.46	19.48	16.58	5.00				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1154								
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	34.19	111.03	80.28	31.36	21.73				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.53								
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81				
	LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month						OHL, OHM	TEFV2	7.74	121.07	53.30	46.40	13.37				
		Local Channel - Dedicated - 4-Wire Voice Grade per month						OHL, OHM	TEFV4	8.72	125.62	54.43	46.40	13.37				
		Local Channel - Dedicated - DS1 per month						OH1	TEFHG	18.16	149.46	111.20	40.36	26.12				
		Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	147.01	445.01	145.18	112.91	75.88				
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
		Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00							
		Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																		
		Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	69.75	105.68	41.59	23.75	4.19				
		DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	121.90	224.48	71.83	40.01	31.07				
		DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	7.35	15.81	11.39	6.61	6.61				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

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

[illegible]

COLLOCATION - Georgia													Attachment: 1		Table: 1					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

ODUF/ADUF/EODUF/CMD5 - Georgia												Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/EODUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message				N/A	0.001713									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013027									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000068									
	ODUF: Message Processing, per message				N/A	0.002167									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	36.06									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010856									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.227409									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message				N/A	0.004									
	CMD5: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
UNBUNDLED EXCHANGE ACCESS LOOP																		
	2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1					1	UEANL	UEAL2	10.51	40.02	9.99	5.61	1.72				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2					2	UEANL	UEAL2	15.85	40.02	9.99	5.61	1.72				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3					3	UEANL	UEAL2	31.97	40.02	9.99	5.61	1.72				
UNBUNDLED EXCHANGE ACCESS LOOP																		
	2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2	11.57	79.85	24.65	18.92	7.87				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2	16.95	79.85	24.65	18.92	7.87				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2	33.08	79.85	24.65	18.92	7.87				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2	11.57	79.85	24.65	18.92	7.87				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2					2	UEA	UEAR2	16.95	79.85	24.65	18.92	7.87				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3					3	UEA	UEAR2	33.08	79.85	24.65	18.92	7.87				
	4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1					1	UEA	UEAL4	17.80	93.01	28.17	19.52	8.12				
		4-Wire Analog Voice Grade Loop - Zone 2					2	UEA	UEAL4	21.68	93.01	28.17	19.52	8.12				
		4-Wire Analog Voice Grade Loop - Zone 3					3	UEA	UEAL4	30.25	93.01	28.17	19.52	8.12				
	4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1					1	USL	USLXX	41.02	211.93	72.49	38.24	7.20				
		4-Wire DS1 Digital Loop - Zone 2					2	USL	USLXX	46.41	211.93	72.49	38.24	7.20				
		4-Wire DS1 Digital Loop - Zone 3					3	USL	USLXX	62.03	211.93	72.49	38.24	7.20				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital 19.2 Kbps					1	UDL	UDL19	21.86	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital 19.2 Kbps					2	UDL	UDL19	28.36	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital 19.2 Kbps					3	UDL	UDL19	38.22	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1					1	UDL	UDL56	21.86	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2					2	UDL	UDL56	28.36	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3					3	UDL	UDL56	38.22	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1					1	UDL	UDL64	21.86	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2					2	UDL	UDL64	28.36	196.66	37.00	18.82	7.20				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3					3	UDL	UDL64	38.22	196.66	37.00	18.82	7.20				
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft, per Unbundled Loop						UCL, ULS, UEQ	ULM2G	330.43								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft, per Unbundled Loop						UCL	ULM4G	330.43								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop						UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	17.91								
SUB-LOOPS																		
	Sub-Loop Distribution																	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1					1	UEANL	USBN2	6.52	28.46	3.85	2.20	0.01				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2					2	UEANL	USBN2	10.18	28.46	3.85	2.20	0.01				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3					3	UEANL	USBN2	19.51	28.46	3.85	2.20	0.01				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1					1	UEANL	USBN4	5.93	31.07	4.79	2.27	0.01				

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1				
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2				2	UEANL	USBN4	9.71	31.07	4.79	2.27	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3				3	UEANL	USBN4	18.85	31.07	4.79	2.27	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1			I	1	UEF	UCS2X	5.94	28.46	3.85	2.20	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2			I	2	UEF	UCS2X	7.51	28.46	3.85	2.20	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3			I	3	UEF	UCS2X	9.22	28.46	3.85	2.20	0.01					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1			I	1	UEF	UCS4X	6.37	31.07	4.79	2.27	0.01					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2			I	2	UEF	UCS4X	6.32	31.07	4.79	2.27	0.01					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3			I	3	UEF	UCS4X	9.10	31.07	4.79	2.27	0.01					
SUB-LOOPS																		
	Sub-Loop Feeder																	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1				1	UEA	USBFA	5.89	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2				2	UEA	USBFA	7.64	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3				3	UEA	USBFA	14.54	77.57	23.66	18.92	7.87					
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1				1	UEA	USBFB	5.89	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2				2	UEA	USBFB	7.64	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3				3	UEA	USBFB	14.54	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1				1	UEA	USBFC	5.89	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2				2	UEA	USBFC	7.64	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3				3	UEA	USBFC	14.54	77.57	23.66	18.92	7.87					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1				1	UEA	USBFD	13.14	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2				2	UEA	USBFD	13.22	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3				3	UEA	USBFD	12.67	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1				1	UEA	USBFE	13.14	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2				2	UEA	USBFE	13.22	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3				3	UEA	USBFE	12.67	89.60	26.71	19.52	8.12					
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1				1	UDN	USBFF	13.36	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2				2	UDN	USBFF	16.37	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3				3	UDN	USBFF	22.61	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)				1	UDC	USBFS	13.36	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)				2	UDC	USBFS	16.37	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)				3	UDC	USBFS	22.61	162.56	29.05	18.23	6.97					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1				1	USL	USBFG	14.01	190.21	60.56	38.24	7.20					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2				2	USL	USBFG	20.01	190.21	60.56	38.24	7.20					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3				3	USL	USBFG	35.52	190.21	60.56	38.24	7.20					
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1				1	UCL	USBFH	3.77	138.71	26.67	16.68	6.97					
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2				2	UCL	USBFH	3.42	138.71	26.67	16.68	6.97					
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3				3	UCL	USBFH	2.90	138.71	26.67	16.68	6.97					
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1				1	UCL	USBFJ	5.78	156.47	29.61	17.22	7.20					
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2				2	UCL	USBFJ	4.78	156.47	29.61	17.22	7.20					
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3				3	UCL	USBFJ	4.47	156.47	29.61	17.22	7.20					

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	15.16	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	16.36	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	18.92	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	15.16	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	16.36	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	18.92	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	15.16	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	16.36	170.69	33.41	18.82	7.20							
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	18.92	170.69	33.41	18.82	7.20							
HIGH FREQUENCY SPECTRUM																	
	LINE SHARING																
	SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	131.00	0.00	0.00	0.00	0.00							
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	32.00	0.00	0.00	0.00	0.00							
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	11.00	0.00	0.00	0.00	0.00							
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		66.34	0.00	51.20	0.00							
UNBUNDLED DEDICATED TRANSPORT																	
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months																
	Local Channel - Dedicated - DS1 Zone 1		1	ULDD1	ULDF1	18.47	149.46	111.20	40.36	26.12							
	Local Channel - Dedicated - DS1 Zone 2		2	ULDD1	ULDF1	56.30	149.46	111.20	40.36	26.12							
	Local Channel - Dedicated - DS1 Zone 3		3	ULDD1	ULDF1	164.70	149.46	111.20	40.36	26.12							
E911 SERVICE																	
	Local Channel - Dedicated - DS1 - Zone 1					18.47	149.46	111.20	40.36	26.12							
	Local Channel - Dedicated - DS1 - Zone 2					56.30	149.46	111.20	40.36	26.12							
	Local Channel - Dedicated - DS1 - Zone 3					164.70	149.46	111.20	40.36	26.12							
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.																
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86							
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86							
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86							
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86							
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86							
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86							
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86							
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86							
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86							
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86							
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86							

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
		First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
		First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86						
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86						
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	17.80	195.94	36.38	18.42	6.86						
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	21.68	195.94	36.38	18.42	6.86						
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	30.25	195.94	36.38	18.42	6.86						
EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.82	195.94	36.38	18.42	6.86						
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.26	195.94	36.38	18.42	6.86						
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.17	195.94	36.38	18.42	6.86						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.82	195.94	36.38	18.42	6.86						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	26.26	195.94	36.38	18.42	6.86						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	42.17	195.94	36.38	18.42	6.86						
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
	First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
	First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	41.02	209.45	70.44	37.91	6.86						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	46.41	209.45	70.44	37.91	6.86						
	Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	62.03	209.45	70.44	37.91	6.86						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in Combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
	4-wire 64 kbps Local Loop in Combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
	4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
	First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86						
	First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86						
	First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86						
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	11.57	195.94	36.38	18.42	6.86						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	16.95	195.94	36.38	18.42	6.86						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.08	195.94	36.38	18.42	6.86						
	EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	21.86	195.94	36.38	18.42	6.86						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	28.36	195.94	36.38	18.42	6.86						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	38.22	195.94	36.38	18.42	6.86						
	EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	21.86	195.94	36.38	18.42	6.86						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	28.36	195.94	36.38	18.42	6.86						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	38.22	195.94	36.38	18.42	6.86						
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	18.47	149.46	111.20	40.36	26.12						
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	56.30	149.46	111.20	40.36	26.12						
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	164.70	149.46	111.20	40.36	26.12						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.775	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.775	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)															
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	0.775	0.00	0.00								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN
	EXCHANGE PORT RATES															
	All Features Offered				UEPTX, UEPSX	UEPVF	0.775	0.00	0.00							
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1			1			10.46									
	2-Wire VG Loop/Port Combo - Zone 2			2			15.76									
	2-Wire VG Loop/Port Combo - Zone 3			3			32.56									
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPRX	UEPLX	9.56									
	2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPRX	UEPLX	14.86									
	2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPRX	UEPLX	31.66									
FEATURES																
	All Features Offered				UEPRX	UEPVF	0.775	0.00	0.00							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1			1			10.46									
	2-Wire VG Loop/Port Combo - Zone 2			2			15.76									
	2-Wire VG Loop/Port Combo - Zone 3			3			32.56									
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPBX	UEPLX	9.56									
	2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPBX	UEPLX	14.86									
	2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPBX	UEPLX	31.66									
FEATURES																
	All Features Offered				UEPBX	UEPVF	0.775	0.00	0.00							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1			1			10.46									
	2-Wire VG Loop/Port Combo - Zone 2			2			15.76									
	2-Wire VG Loop/Port Combo - Zone 3			3			32.56									
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPRG	UEPLX	9.56									
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPRG	UEPLX	14.86									
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPRG	UEPLX	31.66									
FEATURES																
	All Features Offered				UEPRG	UEPVF	0.775	0.00	0.00							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1			1			10.46									
	2-Wire VG Loop/Port Combo - Zone 2			2			15.76									
	2-Wire VG Loop/Port Combo - Zone 3			3			32.56									
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPLX	9.56									
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPLX	14.86									
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPLX	31.66									
FEATURES																
	All Features Offered				UEPPX	UEPVF	0.775	0.00	0.00							
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination			1	UEPPX	P2JHX	11.57	79.85	24.65	18.92	7.87					
	Local Channel Voice grade, per termination			2	UEPPX	P2JHX	16.95	79.85	24.65	18.92	7.87					
	Local Channel Voice grade, per termination			3	UEPPX	P2JHX	33.08	79.85	24.65	18.92	7.87					
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo - Zone 1			1			10.46									
	2-Wire VG Coin Port/Loop Combo - Zone 2			2			15.76									

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			32.56										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.56										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.86										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	31.66										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			17.05										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			22.44										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			38.56										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	11.57										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	16.95										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.08										
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	19.44										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	24.45										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	38.09										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	14.25									
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	19.26									
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	32.90									
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.775	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		106.15										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		111.54										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		127.15										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	41.02										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	46.41										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	62.03										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		82.22										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		87.61										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		103.22										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	41.02										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	46.41										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	62.03										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	41.02	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	46.41	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	62.03	0.00	0.00								
	FEATURES - Vertical and Optional															

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Local Switching Features Offered with Line Side Ports Only																
	All Features Available																
				UEPPX	UEPVF	0.775	0.00	0.00									

LOCAL INTERCONNECTION - Georgia												Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN			
											SOMAN	SOMAN			
											SOMAN	SOMAN			
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
	LOCAL CHANNEL - DEDICATED TRANSPORT														
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115					

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003

Georgia**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. ("Z-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement for Georgia between the Parties dated April 18, 2003, ("Agreement") to be effective ten (10) days following the date of the last signature executing the Amendment.

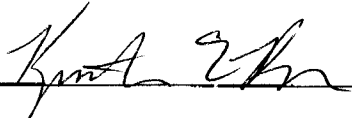
WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003,
and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add the following provision to Attachment 3, Section 4.1, and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
 - 4.1.2 Where Z-Tel utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
2. The Parties agree to add the following provision to Attachment 3, Section 14, and the associated rates as set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference.

- 14.1.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Z-Tel wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Z-Tel may order Loop Tagging. Rates for Loop Tagging are as set forth in Attachment 1 – Table 1.
3. All of the other provisions of the Agreement, dated April 18, 2003, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.By: Name: Kristen E. RoweTitle: DirectorDate: 6/21/04**Z-Tel Communications, Inc.**By: Name: DONALD C. DAVESTitle: SR. VICE PRESIDENTDate: 6/17/04

Z-Tel Communications, Inc. – GA – MTSR and LT Amendment

[CCCS Amendment 3 of 7]

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
						0.0006153										
						0.0001226										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
						0.0000972										
						0.0001557										
						0.000017904										
						0.00002868										
						Melded Factor: 18.42% of the Tandem Rate										
	Common Transport															
						0.0000027										
						0.0001914										

UNBUNDLED NETWORK ELEMENTS - Georgia														
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	
								Rec	Nonrecurring		Nonrecurring Disconnect			
									First	Add'l	First	Add'l	SOMECD	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPRX	URETL		12.97	1.44				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPBX	URETL		12.97	1.44				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPRG	URETL		12.97	1.44				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPPX	URETL		12.97	1.44				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPCO	URETL		12.97	1.44				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFR	URETN		16.40	1.44				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFB	URETN		16.40	1.44				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFP	URETN		16.40	1.44				
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT													
	ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPPX	URETN		16.40	1.44				
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT													
	ADDITIONAL NRCs													

UNBUNDLED NETWORK ELEMENTS - Georgia													
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS		USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
								Rec	Nonrecurring		Nonrecurring Disconnect		
									First	Add'l	First	Add'l	SOMECEC
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEPPB	UEPPR	URETN		16.40	1.44			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES													
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)													
Additional Non-Recurring Charges (NRC)													
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91		URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91		URETN		16.40	1.44			
UNE-P CENTREX - 5ESS (Valid in All States)													
Additional Non-Recurring Charges (NRC)													
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95		URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95		URETN		16.40	1.44			
UNE-P CENTREX - DMS100 (Valid in All States)													
Additional Non-Recurring Charges (NRC)													
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D		URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D		URETN		16.40	1.44			
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES													
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)													
ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX		URETL		12.97	1.44			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)													
ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX		URETL		12.97	1.44			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)													
ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG		URETL		12.97	1.44			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX		URETL		12.97	1.44			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT													
ADDITIONAL NRCs													
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO		URETL		12.97	1.44			

UNBUNDLED NETWORK ELEMENTS - Georgia													
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOME C	SOMAN
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)											
		ADDITIONAL NRCs											
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFR	URETN		16.40	1.44			
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)											
		ADDITIONAL NRCs											
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFB	URETN		16.40	1.44			
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)											
		ADDITIONAL NRCs											
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPFP	URETN		16.40	1.44			
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES													
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT											
		ADDITIONAL NRCs											
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPPX	URETN		16.40	1.44			
UNBUN		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT											
		ADDITIONAL NRCs											
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise				UEPPB UEPPR	URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise				UEPPB UEPPR	URETN		16.40	1.44			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES													
		UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)											
		Additional Non-Recurring Charges (NRC)											
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise				UEP91	URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise				UEP91	URETN		16.40	1.44			
		UNE-P CENTREX - 5ESS (Valid in All States)											
		Additional Non-Recurring Charges (NRC)											
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise				UEP95	URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise				UEP95	URETN		16.40	1.44			
		UNE-P CENTREX - DMS100 (Valid in All States)											
		Additional Non-Recurring Charges (NRC)											
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise				UEP9D	URETL		12.97	1.44			
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise				UEP9D	URETN		16.40	1.44			

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003
Georgia**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. ("Z-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement") to be effective thirty (30) calendar days from the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Rates identified in Exhibit 1, attached hereto and incorporated herein by this reference, shall be included in Attachment 1 Table 1.
2. All of the other provisions of the Agreement, dated April 18, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: 
Name: Kristen E. Rowe
Title: Director
Date: 6/25/04

Z-Tel Communications, Inc.

By: 
Name: DONALD C. DAVIS
Title: SR. VICE PRESIDENT
Date: 5/27/04

Z-Tel Communications, Inc. – Georgia Line Splitting Amendment

[CCCS Amendment 2 of 3]

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1		Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port-loop combo rates UEPLX)																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	9.56	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	9.56	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	14.86	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	14.86	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	31.66	10.05	7.36	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	31.66	10.05	7.36	1.37	1.28						
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.6297	20.10	12.40	7.68	4.30						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.6288	20.10	12.40	7.68	4.30						
MAINTENANCE																
	No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
	No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0188	0.00	0.00	0.00	0.00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0197	0.00	0.00								

**Amendment
To the
Interconnection Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003

Georgia**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. ("Z-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and;

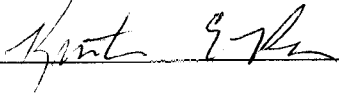
WHEREAS, BellSouth and Z-Tel are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Table 1 of Attachment 1, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Sections 5 and 7, as new Sections 5.10 and 7.5, respectively, of Attachment 3:
 - In addition to other charges specified in this Agreement for Local Number Portability Z-Tel shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. All of the other provisions of the Agreement dated April 18, 2003 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 9/21/04

Z-Tel Communications, Inc.

By: 

Name: DONALD C. DAVES

Title: SR. VICE PRESIDENT

Date: 9/3/04

Z-Tel Communications, Inc. – GA Local Number Portability Amendment

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003

Georgia**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. ("Z-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

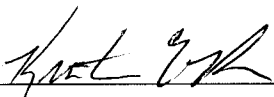
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to incorporate into Attachment 1 Table 1 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated April 18, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Z-Tel GA
Version: QuickServe Amendment – Standard ICA
10/06/04

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen Rowe

Title: Director

Date: 12/15/04

Z-Tel Communications, Inc.

By: 

Name: DONALD DAVIS

Title: SVP

Date: 12/16/04

Z-Tel GA
Version: QuickServe Amendment – Standard ICA
09/29/04

[CCCS Amendment 2 of 4]

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates (\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service				UEPRX	URECC		0.10								

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1		Table: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES															
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC	41.50									

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003

Georgia**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc. ("Z-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and;

WHEREAS, BellSouth and Z-Tel are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

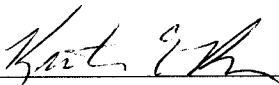
1. The Parties agree to delete Section 2.5 of the General Terms and Conditions and replace it with the following:

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

2. All of the other provisions of the Agreement dated April 18, 2003 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

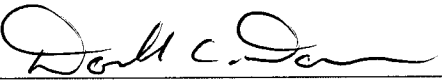
By: 

Name: Kristen Rowe

Title: Director

Date: 12/21/04

Z-Tel Communications, Inc.

By: 

Name: DONALD DAVIS

Title: SVP

Date: 12/16/04

Adoption Language Amendment – Z-Tel GA
Version: 08/31/04

[CCCS Amendment 2 of 2]

**Amendment to the Interconnection Agreement
Between
Z-Tel Communications, Inc. and
BellSouth Telecommunications, Inc.
Dated April 18, 2003**

Georgia

This Amendment is entered into by and between Z-Tel Communications, Inc. (Z-Tel) and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, Z-Tel has changed the name of said business to Trinsic Communications, Inc. ("Trinsic"), a(n) Delaware corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The name of Z-Tel Communications, Inc. (Z-Tel) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Trinsic Communications, Inc. ("Trinsic").

2. All of the other provisions of the Interconnection Agreement, dated April 18, 2003, shall remain in full force and effect.

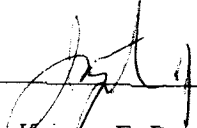
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

9/15/02

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

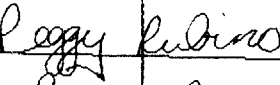
By: 

prk Name: Kristen E. Rowe

Title: Director

Date: 8/2/05

Trinsic Communications, Inc.

By: 

Name: PEGGY RUBINO

Title: VP- INDUSTRY POLICY

Date: 7/22/05

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
Trinsic Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003**

Pursuant to this Amendment, (the “Amendment”), Trinsic Communications, Inc. (Trinsic), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 (Agreement).

WHEREAS, BellSouth and Trinsic have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on November 11, 2004; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, on February 21, 2006, the Georgia Public Service Commission (Commission) issued a Letter Order in Docket No. 14361-U (Letter Order) establishing new UNE rates (New UNE Rates) to replace the rates previously ordered by the Commission on June 24, 2003 and September 22, 2003 in the first phase of Docket No. 14361-U (Old UNE Rates); and

WHEREAS, the Letter Order entitles BellSouth to recover the difference between the Old UNE Rates and the New UNE Rates for the period of time that BellSouth charged Trinsic the Old UNE Rates; and

WHEREAS, the Parties are obligated to amend the Agreement to replace the Old UNE Rates in the Agreement with the New UNE Rates established by the Commission in its Letter Order; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Section 3 of Part A of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.
2. The Parties hereby agree to incorporate into the Agreement the New UNE Rates set forth in Exhibits 1, 2, 3, and 4 to Attachment 1-Table 1, all as attached hereto and incorporated herein by this reference, and such rates shall apply to services provided in the State of Georgia only.

3. To the extent that the New UNE Rates set forth in Exhibits 1, 2, and 4, all attached hereto, conflict with any other rates in the Agreement, the rates in these attached Exhibits shall prevail for the State of Georgia.
4. Local Interconnection Rates in Attachment 1-Table 1 of the Agreement shall be deleted in their entirety, and Exhibit 3 as attached hereto shall be substituted in lieu thereof.
5. For purposes of amending the Agreement to incorporate the New UNE Rates on a going-forward basis, this Amendment shall be deemed effective on March 31, 2006 (Amendment Effective Date). For purposes of the true up of the difference between New UNE Rates set forth in the Letter Order and Old UNE Rates for the period of time that BellSouth billed Trinsic the Old UNE Rates, the New UNE Rates for Resale, Network Elements, Local Interconnection and Collocation in the Agreement shall become effective on June 24, 2003.
6. All of the other provisions of the Agreement shall remain in full force and effect.
7. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/30/06

Trinsic Communications, Inc.

By: Donald C. Daves

Name: Donald C. Daves

Title: SA. VICE PRESIDENT

Date: 5/16/06

Version: GA UNE Rate Remand Amendment
04/21/06

[CCCS Amendment 3 of 20]

RESALE DISCOUNTS & RATES - Georgia												Attachment: 1 Table: 1				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "Regional" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "state" service ordering charges. CLEC may ele																
NOTE: (2) OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only = \$110.00 Per Each Additional 1000 Orders Per Month																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only Per First 1000 Orders Per Month				SOMGA	550.00										
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECH		0.00	0.00	0.00	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		21.97	0.00	21.97	0.00						
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.000007										
	ODUF: Message Processing, per message					0.002165										
	ODUF: Message Processing, per Magnetic Tape provisioned					36.02										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010888										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.229077										

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1 Table: 1						
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "regional" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "statel" service ordering charges. CLEC may el																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those el																		
NOTE: (3) OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only = \$110.00 Per Each Additional 1000 Orders Per Month																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month						SOMGA	550.00									
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only						SOMEc	0.00	0.00	0.00	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only						SOMAN	11.71	0.00	6.13	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1				1	UEANL	UEAL2	12.08	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2				2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3				3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1				1	UEANL	UEASL	12.08	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2				2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3				3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72					
		Manual Order Coordiantion for UVL-SL1s (per loop)					UEANL	UEAMC	18.90	18.90								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)					UEANL	OCOSL	57.73									
		Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)					UEANL	UEANM	7.29	7.29								
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																		
		2 Wire Unbundled Copper Loop Non-Designed- Zone 1				1	UEQ	UEQ2X	11.02	44.69	22.40	0.00	0.00					
		2 Wire Unbundled Copper Loop Non-Designed- Zone 2				2	UEQ	UEQ2X	12.72	44.69	22.40	0.00	0.00					
		2 Wire Unbundled Copper Loop Non-Designed- Zone 3				3	UEQ	UEQ2X	20.22	44.69	22.40	0.00	0.00					
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)					UEQ	USBMC	18.90	18.90								
		Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)					UEQ	UEQMU	7.29	7.29								
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1				1	UEA	UEAL2	13.32	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2				2	UEA	UEAL2	18.66	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3				3	UEA	UEAL2	36.33	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1				1	UEA	UEAR2	13.32	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2				2	UEA	UEAR2	18.66	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3				3	UEA	UEAR2	36.33	79.78	24.62	18.90	7.86					
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*					UEA	URESLS	5.69	5.69								
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*					UEA	URESPL	5.69	5.69								
4-WIRE ANALOG VOICE GRADE LOOP																		
		4-Wire Analog Voice Grade Loop - Zone 1				1	UEA	UEAL4	21.04	92.92	28.14	19.50	8.12					
		4-Wire Analog Voice Grade Loop - Zone 2				2	UEA	UEAL4	24.49	92.92	28.14	19.50	8.12					
		4-Wire Analog Voice Grade Loop - Zone 3				3	UEA	UEAL4	33.40	92.92	28.14	19.50	8.12					
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*					UEA	URESLS	5.69	5.69								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			UEA	URESP		5.69	5.69								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservaton - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	68.40	211.72	72.42	38.20	7.19						
	Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS1)*			USL	URES		5.69	5.69								
	Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS1)*			USL	URES		5.69	5.69								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.54	196.47	36.96	18.80	7.19						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1 Table: 1				
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*			UDL	URES		5.69	5.69								
	Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			UDL	URES		5.69	5.69								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		57.73									
UNE LOOP COMMINGLING																
UNE LOOP COMMINGLING (Loop as part of a Multi-bandwidth commingling arrangement)																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1 Table: 1				
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86					
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86					
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*			NTCVG	URES		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			NTCVG	URESP		5.69	5.69							
		4-WIRE ANALOG VOICE GRADE LOOP														
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12					
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*			NTCVG	URES		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			NTCVG	URESP		5.69	5.69							
		4-WIRE DS1 DIGITAL LOOP - COMMINGLING														
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19					
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19					
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19					
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS1)*			NTCD1	URES		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS1)*			NTCD1	URESP		5.69	5.69							
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING														
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19					
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		57.73								
		Switch-as-is Conversion rate per UNE Loop, Single LSR (per DS0)*			NTCUD	URES		5.69	5.69							
		Switch-as-is Conversion rate per UNE Loop, Spreadsheet (per DS0)*			NTCUD	URESP		5.69	5.69							
		LOOP MODIFICATION														
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT										
		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop														
SUB-LOOPS																
	Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA										
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB										
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC										
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD										
		Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.71	28.43	3.85	2.20	0.01					
		Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.90	31.04	4.79	2.27	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01					
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90							
Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00							
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00							
		Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00							
Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5325	25.10	12.27							
Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.67							

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		55.97	43.82								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		15.18	15.18								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.83	19.83								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.823	0.823								
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34						
	PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0202	0.00	0.00								
	VIRTUAL COLLOCATION																
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0192	0.00	0.00	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059										
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	13.15	48.41	19.46	16.56	4.99						
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0059										
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	13.15	48.41	19.46	16.56	4.99						
		Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059										
		Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	11.01	48.41	19.46	16.56	4.99						
		Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0059										
		Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	8.00	48.41	19.46	16.56	4.99						
		Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0059										
		Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	8.00	48.41	19.46	16.56	4.99						
		Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1199										
		Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.93	110.92	80.20	31.33	21.71						
		Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.63										
		Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	349.42	320.16	86.24	66.71	52.76						
		Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.63										
		Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	366.43	320.16	86.24	66.71	52.76						
	UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.17										
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.66	73.57	18.69						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
		DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.40										
		DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
		STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.40										
		STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	311.51	1,751.51	131.77	112.80	75.81						
ENHANCED EXTENDED LINK (EELs)																	
	Network Elements Used in Combinations																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86						
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86						
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.33	195.75	36.35	18.40	6.86						
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86						
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86						
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86						

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 1 Table: 1			
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC		RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.89	195.75	36.35	18.40	6.86					
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.27	195.75	36.35	18.40	6.86					
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	40.17	195.75	36.35	18.40	6.86					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86					
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	49.41	209.25	70.37	37.87	6.86					
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86					
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86					
		DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.40									
		DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	258.44	1,259.23	628.22	41.49	20.74					
		STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	11.40									
		STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	311.51	1,259.23	628.22	41.49	20.74					
		Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0059									
		Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	13.15	66.47	33.57	43.38	27.57					
		Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059									
		Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	11.01	66.47	33.57	43.38	27.57					
		Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0059									
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	8.00	66.47	33.57	43.38	27.57					
		Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0059									
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	8.00	66.47	33.57	43.38	27.57					
		Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199									
		Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.69	43.76	27.95					
		Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63									
		Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	349.42	325.59	76.99	49.51	32.85					
		Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	2.63									
		Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	366.43	325.59	76.99	49.51	32.85					
ADDITIONAL NETWORK ELEMENTS																
		Optional Features & Functions:														
		DS1/DS0 Channel System			UNC1X	MQ1	71.23	86.01	0.00	0.00	0.00					
		DS3/DS1Channel System			UNC3X, UNC3X	MQ3	124.39	0.00	0.00	0.00	0.00					
		Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04					
		Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.479	27.30	2.90	16.85	1.04					
		Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.479	27.30	2.90	16.85	1.04					
		OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.02	27.30	2.90	16.85	1.04					
		OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.02	27.30	2.90	16.85	1.04					
		OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.02	27.30	2.90	16.85	1.04					
		2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.70	27.30	2.90	16.85	1.04					
		2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.70	27.30	2.90	16.85	1.04					
		2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.70	27.30	2.90	16.85	1.04					
		DS1 COCI in combination			UNC1X	UC1D1	7.50	27.30	2.90	16.85	1.04					
		DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
		DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
		DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	7.50	27.30	2.90	16.85	1.04					
		DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.50	27.30	2.90	16.85	1.04					

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
												OSS Rates(\$)					
							Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Wholesale to UNE, Switch-As-Is Conversion Charge*			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1, UNC3X, U1TD3, UNC5X, U1TS1, UDF,UDFCX	UNCCC		5.69	5.69	6.60	6.60						
		Access to DCS - Customer Reconfiguration (FlexServ)															
		Customer Reconfiguration Establishment						1.40		1.63							
		DS1 DCS Termination with DS0 Switching					20.08	24.87	18.91	15.02	11.94						
		DS1 DCS Termination with DS1 Switching					7.24	18.16	12.19	11.13	8.05						
		DS3 DCS Termination with DS1 Switching					128.34	24.87	18.91	15.02	11.94						
COMMINGLING																	
		Commingled (UNE part of single bandwidth circuit)															
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.479	27.30	2.90	16.85	1.04						
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.02	27.30	2.90	16.85	1.04						
		Commingled ISDN COCI			XDD4X	UC1CA	1.70	27.30	2.90	16.85	1.04						
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	66.47	33.57	43.38	27.57						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	11.01	66.47	33.57	43.38	27.57						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	66.47	33.57	43.38	27.57						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	66.47	33.57	43.38	27.57						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0059										
		Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	13.32	195.75	36.35	18.40	6.86						
		Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	18.66	195.75	36.35	18.40	6.86						
		Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	36.33	195.75	36.35	18.40	6.86						
		Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	21.04	195.75	36.35	18.40	6.86						
		Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	24.49	195.75	36.35	18.40	6.86						
		Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	33.40	195.75	36.35	18.40	6.86						
		Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56	25.81	195.75	36.35	18.40	6.86						
		Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56	31.54	195.75	36.35	18.40	6.86						
		Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56	42.38	195.75	36.35	18.40	6.86						
		Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64	25.81	195.75	36.35	18.40	6.86						
		Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64	31.54	195.75	36.35	18.40	6.86						
		Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64	42.38	195.75	36.35	18.40	6.86						
		Commingled ISDN Local Loop Zone 1	1		XDD4X	U1L2X	21.89	195.75	36.35	18.40	6.86						
		Commingled ISDN Local Loop Zone 2	2		XDD4X	U1L2X	25.27	195.75	36.35	18.40	6.86						
		Commingled ISDN Local Loop Zone 3	3		XDD4X	U1L2X	40.17	195.75	36.35	18.40	6.86						
		Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	7.50	27.30	2.90	16.85	1.04						
		Commingled DS1 Interoffice Channel			XDH1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
		Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1199										
		Commingled DS1/DS0 Channel System			XDH1X	MQ1	71.23	86.01	0.00	0.00	0.00						
		Commingled DS1 Local Loop Zone 1	1		XDH1X	USLXX	49.41	209.25	70.37	37.87	6.86						
		Commingled DS1 Local Loop Zone 2	2		XDH1X	USLXX	52.55	209.25	70.37	37.87	6.86						
		Commingled DS1 Local Loop Zone 3	3		XDH1X	USLXX	68.40	209.25	70.37	37.87	6.86						
		Commingled DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
		Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.40										
		Commingled STS-1 Local Loop			HFRST	UDL51	311.51	1,751.51	131.77	112.80	75.81						
		Commingled DS3/DS1 Channel System			HFQC6	MQ3	124.39	0.00	0.00	0.00	0.00						
		Commingled DS3 Interoffice Channel			HFQC6	U1TF3	349.42	325.59	76.99	49.51	32.85						
		Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.63										
		Commingled STS-1 Interoffice Channel			HFRST	U1TFS	366.43	325.59	76.99	49.51	32.85						
		Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	2.63										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.17										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.66	73.57	18.69						
SIGNALING (CCS7)																	
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 1 Table: 1				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage, Per TCAP Message					0.0000536									
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.0000134bk									
LNP Query Service															
	LNP Charge Per query					0.0008227									
	LNP Service Establishment Manual						12.47		11.07						
	LNP Service Provisioning with Point Code Establishment						574.30	293.39	251.23	184.73					
* NOTE: Switch-as-is rates are only applicable if agreement is TRO/TRRO Compliant															

LOCAL INTERCONNECTION - Georgia												Attachment: 1 Table: 1				
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																

Version: GA Ordered Rates

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LOCAL INTERCONNECTION - Georgia											Attachment: 1 Table: 1						
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.93	34.74	34.74	16.90	16.90						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.93	34.74	34.74	16.90	16.90						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	111.30										
		CCS7 Signaling Usage, Per Call Setup Message					.0000134bk										
		CCS7 Signaling Usage, Per TCAP Message					0.0000536										
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					0.0000134bk										
		CCS7 Signaling Usage Surrogate, per link			UDB	STU56	921.93bk										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.12	28.12	33.29	33.29						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.93	34.74	34.74	16.90	16.90						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.93	34.74	34.74	16.90	16.90						

COLLOCATION - Georgia											Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,284.72		0.59						
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,084.41		0.59						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		4.71								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		167.00								
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		16.38								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.10								
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.27								
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		77.24								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		140.96								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.50								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		4.84								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.16								
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		10.34								
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		15.50								
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		35.79								
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.0202								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0403								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1		0.3807								
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3		4.15								

COLLOCATION - Georgia											Attachment: 1 Table: 1						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.76										
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSB, UEPSE, UEP2C	PE1R2	0.0202										
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.0403										
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.51	10.82								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.90	14.17								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.29	17.53								
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.011										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		21.98									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.37									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		16.99									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.19									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.19									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 742.92	S 477.59	125.63							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.29		177.60							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.47		5.29							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.62							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.18							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.37		73.49							
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.22		2.62							
	Entrance Cable																
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.20		21.49							
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.37										
		Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2686										
		Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF		754.41		21.49							
		Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG	9.11										
VIRTUAL COLLOCATION																	

COLLOCATION - Georgia											Attachment: 1 Table: 1					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Application															
	Virtual Collocation - Application Fee				AMTFS	EAF		608.92		0.59						
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESPVX	4.71									
	Power															
	Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	4.84									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0192									
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0385									
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDx	CNC1X	0.3807									
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.15									
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.76									
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.53									
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPPS, UEPSR, UEPPC	VE1R2	0.0192									
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0385									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively															
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		742.92	477.59	125.63						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.29		177.60						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.47		5.29						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.62						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.18						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.37		73.49						
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.22		2.62						
	Security															
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.51	10.82							
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.90	14.17							
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.29	17.53							
	Maintenance															
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.52	10.82							

COLLOCATION - Georgia												Attachment: 1 Table: 1					
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring	Nonrecurring Disconnect		OSS Rates(\$)						
							Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.41	14.17								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.30	17.53								
		Entrance Cable															
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.20		21.49							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.74										
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.235										
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF		754.41		21.49							
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG		9.11									
COLLOCATION IN THE REMOTE SITE																	
		Physical Remote Site Collocation															
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.31		132.49							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	148.11										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.19									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.83									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00									
		Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		116.71									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51	10.82								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90	14.17								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29	17.53								
		Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.31		132.49							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	148.11										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.83									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1725										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.12										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL, UAL, UHL, UDN	PE1JE	0.0176										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0353										
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3686										
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.83										
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.69										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.31										
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,380.83		0.50							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.16										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.34										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.50										

COLLOCATION - Georgia													Attachment: 1 Table: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Nonrecurring	Nonrecurring Disconnect		OSS Rates(\$)						
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.79									

**Amendment to the Agreement
Between
Trinsic Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003**

Pursuant to this Amendment, (the “Amendment”), Trinsic Communications, Inc. (Trinsic), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the “Parties”, hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 (“Agreement”).

WHEREAS, BellSouth and Trinsic have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on November 11, 2004; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, on March 2, 2006, the Georgia Public Service Commission (Commission) issued its Order in Docket No. 19341-U(Change of Law Order), Proceeding to Consider Amendments to Interconnection Agreements Between BellSouth Telecommunications, Inc. and certified Competitive Local Exchange Carriers (CLECs) Due to Changes of Law; and

WHEREAS, on March 10, 2006, the Commission issued its Order Setting Rates Under Section 271 in Docket No. 19341-U (271 Order); and

WHEREAS, on March 24, 2006, Commission issued its Order on Reconsideration of the March 10, 2006 Order Setting Rates Under Section 271 in Docket No. 19341-U(271 Reconsideration Order); and

WHEREAS, the Parties are obligated to amend the Agreement to bring it in compliance with the Commission’s Change of Law Order, 271 Order and 271 Reconsideration Order (collectively, “Orders”); and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Part A, Section 3, of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.
2. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Georgia only.

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3. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B and C hereto, and such rates shall apply to services provided in the State of Georgia only.
4. To the extent that such contract provisions or rates as set forth in Exhibits A, B and C hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of Georgia.
5. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Georgia Public Service Commission's Orders.
6. This Amendment shall be deemed effective on March 11, 2006 ("Effective Date").
7. All of the other provisions of the Agreement shall remain in full force and effect.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/31/06

Trinsic Communications, Inc.

By: Donald C. Davis

Name: Donald C. Davis

Title: SR. Vice President

Date: 5/16/06

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[CCCS Amendment 3 of 40]

Issue 2 – What is the appropriate language to implement the FCC’s transition plan for: (1) switching; (2) high-capacity loops; and (3) dedicated transport as detailed in the FCC’s TRRO, issued February 4, 2005?

1. Local Switching

1.1. Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 1 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 1.2 below.

1.1.1 BellSouth shall not be required to unbundle local circuit switching for Trinsic for a particular End User when Trinsic: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Trinsic is serving any End User as described above as of the Effective Date of this Agreement, such End User’s arrangement may not remain in place and such Arrangement must be terminated by Trinsic or transitioned by Trinsic, or BellSouth shall disconnect such Arrangements upon thirty (30) days written notice.

1.2 Transition for Local Switching

1.2.1 For purposes of this Section 1, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2.2 For the purposes of this Section 1, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Trinsic as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Trinsic’s Embedded Base and Trinsic shall not place new orders for Local Switching pursuant to this Agreement.

1.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic’s Embedded Base of Local Switching equal to the rates set forth in the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in docket 14361-U plus one dollar.

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- 1.2.5 Trinsic must submit orders to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 17.1 below by March 11, 2006 , or some other mutually agreed upon date. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 1.2.6 If Trinsic fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 1.2.5 above by March 11, 2006 or some other mutually agreed upon date, BellSouth will identify Trinsic's remaining Embedded Base of Local Switching and will disconnect such Local Switching upon thirty (30) days' prior written notice. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.
- 1.2.7 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.
- 2. UNE-P**
- 2.1 DS0 Local Switching, as defined in Section 1 above, in combination with a Loop and Common (Shared) Transport (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 2.
- 2.3 Transition Period for UNE-P**
- 2.3.1 For purposes of this Section 2, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.3.2 For the purposes of this Section 2, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for Trinsic as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Trinsic's Embedded Base and Trinsic shall not place new orders for UNE-P pursuant to this Agreement.
- 2.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's

Embedded Base of UNE-P equal to the rates set forth in the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U plus one dollar.

- 2.3.5 Trinsic must submit orders, or spreadsheets, or if converting to UNE Loops, must use the Bulk Migration process to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions pursuant to Section 17.1 below by March 11, 2006, or some other mutually agreed upon date.
- 2.3.6 If Trinsic fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 2.3.5 above by March 11, 2006 or some other mutually agreed upon date, BellSouth will identify Trinsic's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 effective March 11, 2006. Those circuits identified and transitioned by BellSouth shall be subject to the applicable non-recurring line connection charge less the resale discount.
- 2.3.7 For Embedded Base UNE-P in place after March 11, 2006, the applicable resale charges shall apply as of March 11, 2006.
- 2.3.8 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.

3. Loops

3.1 4-wire Unbundled DS1 Digital Loop

This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 3.4 below, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

3.2 2-wire or 4-wire HDSL-Compatible Loop

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

3.3 DS3 Loop.

DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is

dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

3.4 Transition for DS1 and DS3 Loops

- 3.4.1 For purposes of this Section 3, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 3.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 3.4.2 For purposes of this Section 3, Embedded Base means DS1 and DS3 Loops that were in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.4.6.1 or 3.4.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 3.4.3 Excess DS1 and DS3 Loops are those Trinsic DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Section 3.4.4 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 3.4.4 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Trinsic at any single building in which DS1 Loops are available as unbundled loops. Trinsic may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 3.4.5 For purposes of this Section 3, a Business Line is defined in 47 C.F.R. § 51.5.
- 3.4.6 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 3.4 only for Trinsic's Embedded Base during the Transition Period:
 - 3.4.6.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 3.4.6.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 3.4.7 A list of wire centers meeting the criteria set forth in Sections 3.4.6.1 and 3.4.6.2 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U (Initial Wire Center List) is attached to BellSouth's

Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.

- 3.4.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's Embedded Base and Trinsic's Excess DS1 and DS3 Loops equal to 115% of the rates for such DS1 and DS3 Loops set forth in the Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 3.4.9 The Transition Period shall apply only to (1) Trinsic's Embedded Base and (2) Trinsic's Excess DS1 and DS3 Loops. Trinsic shall not add new DS1 or DS3 loops as described in this Section 3.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 7 of this Attachment and as set forth in Section 12 below.
- 3.4.10 Once a wire center meets or exceeds both of the thresholds set forth in Section 3.4.6.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 3.4.11 Once a wire center meets or exceeds both of the thresholds set forth in Section 3.4.6.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 3.4.12 No later than March 11, 2006, or some other mutually agreed upon date, Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 17.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. In the case of Conversion, the applicable switch as is charge will apply. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 3.4.13 If Trinsic fails to submit the spreadsheet(s) specified in Section 3.4.12 above for all of its Embedded Base and Excess DS1 and DS3 Loops by March 11, 2006 or some other mutually agreed upon date, BellSouth will identify Trinsic's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the 271 equivalent BellSouth service(s) as set forth in Section 28 below, effective March 11, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 3.4.13 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 3.4.14 For Embedded Base circuits and Excess DS1 and DS3 Loops in place after March 11, 2006, the applicable recurring 271 charge shall apply to each circuit as of March 11, 2006.

4. Dark Fiber Loop

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- 4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Trinsic to utilize Dark Fiber Loops.
- 4.2 Transition for Dark Fiber Loop**
- 4.2.1 For purposes of this Section 4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 4.2.2 For purposes of this Section 4, Embedded Base means Dark Fiber Loops that were in service for Trinsic as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Trinsic at the terms and conditions set forth in this Attachment.
- 4.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's Embedded Base of Dark Fiber Loops equal to 115% of the rate for such Dark Fiber Loops set forth in the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 4.2.5 The Transition Period shall apply only to Trinsic's Embedded Base and Trinsic shall not add new Dark Fiber Loops pursuant to this Agreement.
- 4.2.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 4.2.7 No later than June 10, 2006 Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 17.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 4.2.8 If Trinsic fails to submit the spreadsheet(s) specified in Section 4.2.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Trinsic's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective September 10, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 4.2.8 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.

- 4.2.9 For Embedded Base circuits in place after September 10, 2006, the applicable tariff charge shall apply to each circuit as of September 10, 2006.

5. Dedicated Transport and Dark Fiber Transport

- 5.1 **Dedicated Transport.** Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Trinsic, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Trinsic. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to Trinsic unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 5.2 **Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities**
- 5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.7.1 or 5.2.7.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Trinsic as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 Trinsic may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 5.2.5 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Trinsic DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.4 above. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.6 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

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- 5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for Trinsic's Embedded Base during the Transition Period:
- 5.2.7.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
- 5.2.7.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.7.3 A list of wire centers meeting the criteria set forth in Sections 5.2.7.1 or 5.2.7.2 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U(Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.
- 5.2.8 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Trinsic's Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's Embedded Base of DS1 and DS3 Dedicated Transport and for Trinsic's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to 115% of the rates for such DS1 and DS3 Dedicated Transport set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 5.2.9.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's Embedded Base Entrance Facilities as set forth in the Georgia Public Service Commission's Letter Order dated March 2, 2006 in docket 14361.
- 5.2.10 The Transition Period shall apply only to (1) Trinsic's Embedded Base and Embedded Base Entrance Facilities; and (2) Trinsic's Excess DS1 and DS3 Dedicated Transport. Trinsic shall not add new Entrance Facilities pursuant to this Agreement. Further, Trinsic shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 7 below of and as set forth in Section 13 below.
- 5.2.11 Once a wire center meets or exceeds either of the thresholds set forth in this Section 5.2.7.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.12 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.7.2 above, no future DS3 Dedicated Transport will be required in that wire center.

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- 5.2.13 No later than March 11, 2006 or some other mutually agreed upon date Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 17.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.2.14 If Trinsic fails to submit the spreadsheet(s) specified in Section 5.2.13 above for all of its Embedded Base, and Excess DS1 and DS3 Dedicated Transport by March 11, 2006 or some other mutually agreed upon date, BellSouth will identify Trinsic's remaining Embedded Base and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to BellSouth's 271 equivalent service as set forth in Section 28 below effective March 11, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 5.2.14 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 5.2.15 For Embedded Base and Excess DS1 and DS3 Dedicated Transport in place after March 11, 2006, the applicable 271 rate as set forth in Exhibit B shall apply as of March 11, 2006.
- 5.2.16 If Trinsic fails to submit the spreadsheet(s) specified in Section 5.2.13 above for all of its Embedded Base Entrance Facilities by March 11, 2006 or some other mutually agreed upon date, BellSouth will identify Trinsic's remaining Embedded Base Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective March 11, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 5.2.16 shall be subject to 115% of the switch-as-is rate set forth in the Georgia Public Service Commission's Letter Order dated March 2, 2006 in docket 14361-U.
- 5.2.17 For Embedded Base Entrance Facilities in place after March 11, 2006, the applicable recurring tariff charges shall apply as of March 11, 2006.
6. **Dark Fiber Transport.** Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.1 **Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities**

- 6.1.1 For purposes of this Section 6, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 6.1.2 For purposes of this Section 6, Embedded Base means Dark Fiber Transport that was in service for Trinsic as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.1.3 For purposes of this Section 6.1, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.1 only for Trinsic's Embedded Base during the Transition Period:
 - 6.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 6.1.5 A list of wire centers meeting the criteria set forth in Section 6.1.4 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U, ("Initial List") is attached to BellSouth's Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.
- 6.1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Trinsic's Embedded Base and Excess of Dark Fiber Transport and Embedded Base Dark Fiber Transport Entrance Facilities shall be equal to 115% of the rate for such Dark Fiber Transport set forth in the Parties' Amendment to the Agreement to implement Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket 14361-U.
- 6.1.7 The Transition Period shall apply only to Trinsic's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Trinsic shall not add new Dark Fiber Transport as described in this Section 6.1 except pursuant to the self-certification process as set forth in Section 7 of this Attachment and as set forth in Section 14 below. Further, Trinsic shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.1.8 Once a wire center exceeds either of the thresholds set forth in Section 6.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.1.9 No later than June 10, 2006 Trinsic shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other

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BellSouth services as Conversions pursuant to Section 17.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

- 6.1.10 If Trinsic fails to submit the spreadsheet(s) specified in Section 6.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify Trinsic's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective September 10, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 6.1.10 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 6.1.11 For Embedded Base circuits in place as of September 11, 2006, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.

Issue 4 –What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high-capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) Route; (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (vi) Is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers?

7. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Trinsic shall undertake a reasonably diligent inquiry to determine whether Trinsic is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Trinsic self-certifies that to the best of Trinsic's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Attachment. Upon receiving such order, BellSouth shall process the request in reliance upon Trinsic's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Attachment, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If BellSouth prevails in such dispute resolution proceeding, Trinsic shall be liable to BellSouth for the difference between the rate for the equivalent BellSouth alternative arrangement and the self certified UNE, plus interest, on such rate differential.
- 7.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) Trinsic converts existing UNEs to other services or orders new services as services other than UNEs, (3) Trinsic otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth

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designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Trinsic, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Trinsic the difference between the rate paid by Trinsic for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

8. A Business Line is defined in 47 CFR § 51.5.
9. A Fiber-Based Collocator is defined in 47 CFR § 51.5.
10. A Building is defined as a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.
11. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

Issue 5 – a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?

b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?

c) What language should be included in agreements to reflect the procedures identified in (b)?

12. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Loops

- 12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.4.6 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact,

BellSouth shall post the CNL on BellSouth's Web site. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

- 12.2 Effective ten (10) business days after the date of BellSouth's notice providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 7 above.
- 12.3 For purposes of this Section 12, BellSouth shall make available DS1 and DS3 Loops that were in service for Trinsic in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 12.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such Loops set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Trinsic shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 12.7 If Trinsic fails to submit the spreadsheet(s) specified in Section 12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List BellSouth will identify Trinsic's remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth's 271 equivalent service set forth in Section 28 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 12.7 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 12.8 The applicable recurring 271 rate set forth in Exhibit B shall apply to the Subsequent Embedded Base as of the 110th day after the tenth business day from the date of BellSouth's CNL identifying the Subsequent Embedded Base.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport

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- 13.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.11 or 5.2.12 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact, BellSouth shall post the CNL on BellSouth's Web site. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 13.2 Effective ten (10) business days after the date of BellSouth's notice providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 7 above.
- 13.3 For purposes of this Section 13, BellSouth shall make available DS1 and DS3 Dedicated Transport that were in service for Trinsic in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 13.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 13.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such DS1 and DS3 Dedicated Transport set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 13.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List Trinsic shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 13.7 If Trinsic fails to submit the spreadsheet(s) specified in Section 13.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Trinsic's remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth's 271 equivalent service as set forth in Section 28 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 13.7 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the

Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

- 13.8 The applicable 271 rate set forth in the tariff shall apply to the Subsequent Embedded Base as of the 110th day after the 10th business day from the date of BellSouth's CNL identifying the Subsequent Embedded Base.

14. **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for Dark Fiber Transport**

- 14.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact, BellSouth shall post the CNL on BellSouth's Web site. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 14.2 Effective ten (10) business days after the date of BellSouth's notice providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 7 above.
- 14.3 For purposes of this Section 14, BellSouth shall make available Dark Fiber Transport that was in service for Trinsic in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 14.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 14.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such Dark Fiber Transport set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 14.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, Trinsic shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 14.7 If Trinsic fails to submit the spreadsheet(s) specified in Section 14.6 above for all of its Subsequent Embedded Base within forty (40) days after the

date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Trinsic's remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth's equivalent tariffed service set forth in Section 28 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 14.7 shall be subject to 115% of the applicable switch-as-is rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

- 14.8 The applicable tariff rate shall apply to the Subsequent Embedded Base as of the 110th day after the 10th business day from the date of BellSouth's CNL identifying the Subsequent Embedded Base.

Issue 10 – Transition of Delisted Network Elements to Which No Specified Transition Period Applies - What rates terms and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period,; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

15. Except to the extent expressly provided otherwise in this Attachment, Trinsic may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to Section 251 of the Act (collectively "Arrangements"). In the event Trinsic has in place any such Arrangements after the Effective Date of this Agreement, this amendment shall serve as BellSouth's written notice to Trinsic that Trinsic has thirty (30) days to transition all DS1 Local Switching and UNE-P arrangements and sixty (60) days to transition all other Arrangements. If Trinsic fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). To the extent no tariff equivalent service exists, BellSouth shall disconnect such facility or arrangement. Those circuits identified and transitioned by BellSouth pursuant to this Section 15 shall be subject to 115% of the applicable switch-as-is charges set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 15.1 The applicable recurring resale or tariffed charge shall apply to each circuit as of the Effective Date of this Agreement.

Issue 14 – What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

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16. **Commingling of Services**

- 16.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Trinsic has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities, consistent with the Georgia Public Service Commission's Order dated March 2, 2006 in Docket No. 19341-U. To the extent a Section 271 facility or service is obtained at wholesale, BellSouth will commingle such facility or service with Section 251 Network Elements or Combinations. Trinsic must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 16.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 16.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U, and the remainder of the circuit or service will be billed in accordance with either BellSouth's tariffed rates or the 271 rates set forth in Exhibit B of this Agreement, as applicable.
- 16.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Issue 15 – Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

Issue 16 – What are the appropriate rates, terms and conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?

17. **Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.**

- 17.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Trinsic pursuant to this Agreement, or convert a Network Element or Combination that is available to Trinsic under this Agreement to an equivalent wholesale service or group of wholesale

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services offered by BellSouth (collectively “Conversion”). BellSouth shall charge 115% of the switch-as-is rate set forth in the Parties’ Amendment to the Agreement to implement the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in Docket No. 14361-U for Conversions to specific Network Elements or Combinations. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth’s receipt of a complete and accurate Conversion request from the CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth shall not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 17.3 below.

- 17.2 To the extent, Trinsic had a Conversion request pending between October 2, 2003 and the effective date of this Amendment, such Conversion shall be deemed converted as of the date of such request.

17.3 Ordering Guidelines and Processes

- 17.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Trinsic should refer to the “Guides” section of the BellSouth Interconnection Web site.
- 17.3.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site.
- 17.3.3 The provisioning of Network Elements, Combinations and Other Services to Trinsic’s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Trinsic’s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

Issue 19: LINE SPLITTING: What is the appropriate ICA language to implement BellSouth’s obligations with regard to line splitting?

18. Line Splitting

- 18.1 Line splitting shall mean that Trinsic purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with

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a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data CLEC are different carriers, with Trinsic being either the Voice CLEC or Data CLEC.

- 18.2 Line Splitting – UNE-L. In the event Trinsic provides its own switching or obtains switching from a third party, Trinsic may engage in line splitting arrangements with another CLEC using a splitter, provided by Trinsic, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 18.3 Line Splitting – Loop and Port
To the extent Trinsic is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by BellSouth pursuant to Section 271, BellSouth will permit Trinsic to utilize Line Splitting. BellSouth shall charge the applicable line splitting rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 Letter Order in Docket No. 14361-U.
- 18.4 Trinsic shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where Trinsic will not provide voice and data services.
- 18.5 Provisioning Line Splitting and Splitter Space – Loop and Port
- 18.5.1 The Data LEC, Voice CLEC, or a third party may provide the splitter. When Trinsic or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 18.5.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 18.5.3 The foregoing procedures are applicable to migration from a loop and port arrangement to Line Splitting Service, including a Line splitting service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.
- 18.6 CLEC Provided Splitter – Line Splitting – Loop and Port and UNE-L
- 18.6.1 Trinsic or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. Trinsic or its authorized agent may use such splitters for access to its customers and to

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provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

- 18.6.2 Any splitters installed by Trinsic or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Trinsic or its authorized agent may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 18.7 Provisioning Line Splitting and Splitter Space – UNE-L
- 18.7.1 **Trinsic** provides the splitter when providing Line Splitting with UNE-L. When Trinsic or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 18.8 Maintenance – Line Splitting – Loop and Port and UNE-L
- 18.8.1 BellSouth will be responsible for repairing troubles with the physical loop between the NID at the End User's premises and the termination point.
- 18.8.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.
- 18.9 Indemnity
- 18.9.1 Trinsic shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, damages and costs incurred by BellSouth, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

Issue 22 – What is the appropriate ICA language, if any, to address call related databases?

- 19.1 **Automatic Location Identification/Data Management System**
- 19.1.1 911 and E911 Databases
- 19.1.1.1 BellSouth shall provide Trinsic with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 19.1.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Trinsic will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 19.3.1 below.

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- 19.2 Technical Requirements
- 19.2.1 BellSouth's 911 database vendor shall provide Trinsic the capability of providing updates to the ALI/DMS database through a specified electronic interface. Trinsic shall contact BellSouth's 911 database vendor directly to request interface. Trinsic shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Trinsic and BellSouth shall not be liable for the transactions between Trinsic and BellSouth's 911 database vendor.
- 19.2.2 It is Trinsic's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 19.2.3 Trinsic shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 19.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Trinsic, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Trinsic to assume responsibility for such records.
- 19.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Trinsic that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Trinsic shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Trinsic within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Trinsic shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Trinsic's records.
- 19.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 19.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 19.3.1.1 The database capability allows Trinsic to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Trinsic PBX 911 End User station telephone number for the 911 call that is placed by the End User.

- 19.3.2 Trinsic may order either the database capability or the transport component as desired or Trinsic may order both components of the service.
- 19.3.3 911 PBX Locate Database Capability. Trinsic's End User or Trinsic's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 19.3.4 Ordering, provisioning, testing and maintenance shall be provided by Trinsic pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 19.3.5 Trinsic's End User, or Trinsic's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Trinsic to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Trinsic should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Trinsic's End User, or Trinsic's End User DMA under the terms of 911 PBX Locate product.
- 19.3.6 Trinsic must provision all PBX station numbers in the same LATA as the E911 tandem.
- 19.3.7 Trinsic agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Trinsic's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Trinsic or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Trinsic is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Trinsic's End User or DMA pursuant to these terms. Specifically, Trinsic's End User or DMA must keep and protect from use by any

unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 19.3.8 Trinsic may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Trinsic's End Users' telephone numbers for which it has direct management authority.
- 19.3.9 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Trinsic to order a CAMA type dedicated trunk from Trinsic's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 19.3.10 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Trinsic's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Trinsic is responsible for connectivity between the End User's PBX and Trinsic's switch or POP location. Trinsic will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Trinsic purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Trinsic is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 19.3.11 Ordering and Provisioning. Trinsic will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 19.3.12 Testing and maintenance shall be provided by Trinsic pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 19.3.13 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit C. Trunks and facilities for 911 PBX Locate transport component may be ordered by Trinsic pursuant to the terms and conditions set forth in Attachment 4.

Issue 23 - What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is predominantly residential and what, if any impact

does the ownership of the inside wiring from the MPOE to each end user have one this obligation?

- 20.1 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). As defined in 47 C.F.R. 68.105(B), Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 20.2 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

Issue 24: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

21. A hybrid Loop is a local Loop, composed of both, fiber optic cable usually in the feeder plant and copper twisted wire or cable usually in the distribution plant. BellSouth shall provide Trinsic with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

Issue 26: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 27: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

22. Routine Network Modifications

- 22.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. BellSouth shall

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make all routine network modifications to unbundled loop and transport facilities used by Trinsic at Trinsic's request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these routine network modifications to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a loop or transport facility to serve its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for Trinsic.

- 22.2 BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Table 1 of Attachment 1 of the Agreement and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 10 of this Agreement except to the extent BellSouth demonstrates that such RNM were not anticipated in the setting of such intervals. If BellSouth believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Table 1 of Attachment 2 of the Agreement, BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.

Issue 28: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

23. Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Trinsic. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an

FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will apply.

Issue 29: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

24 EELs Audit provisions

- 24.1 BellSouth may, on an annual basis audit Trinsic's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to Trinsic stating its concern that Trinsic is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefore. Such Notice of Audit will be delivered to Trinsic no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. BellSouth is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit.
- 24.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. BellSouth may select the independent auditor without the prior approval of Trinsic or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Trinsic's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Trinsic complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.
- 24.3 To the extent the independent auditor's report concludes that Trinsic failed to comply with the service eligibility criteria, Trinsic must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 24.4 To the extent the independent auditor's report concludes that Trinsic failed to comply in all material respects with the service eligibility criteria, Trinsic shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Trinsic did

comply in all material respects with the service eligibility criteria, BellSouth will reimburse Trinsic for its reasonable and demonstrable costs associated with the audit. Trinsic will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

25. Trinsic shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

26. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Trinsic may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

27. Subloop Elements.

27.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

27.2 Unbundled Subloop Distribution (USLD)

27.2.1 The USLD 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 USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

27.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

27.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

- 27.2.4 If Trinsic requests a UCSL and it is not available, Trinsic may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 27.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 27.2.6 Upon request for USLD-INC from Trinsic, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Trinsic's use on this cross-connect panel. Trinsic will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 27.2.7 For access to Voice Grade USLD and UCSL, Trinsic shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Trinsic's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 27.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Trinsic is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Trinsic's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/products/html/un.es.html.
- 27.2.9 The site set-up must be completed before Trinsic can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Trinsic's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 27.2.10 Once the site set-up is complete, Trinsic will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Trinsic requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For

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expedite requests by Trinsic for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

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

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

- 27.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 27.3.2.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 27.3.2.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 27.3.2.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 27.3.2.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 27.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting

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Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

28. 271 Requirements

28.1 This Section sets forth terms and conditions for de-listed network elements that BellSouth is required to offer pursuant to the Georgia Public Service Commission's Order in Docket No. 19341-U (Order) to Trinsic for Trinsic's provision of Telecommunications Services in accordance with its obligations under Section 271 of the Act ("271").

28.1.1 To the extent DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport and Multiplexing are not available elsewhere in the Agreement, these services will be made available pursuant to Section 271 of the Act at the rates set forth in Exhibit B to this Amendment.

28.2 271 Dark Fiber Loops, 271 DS1 and DS3 Entrance Facilities, and 271 Dark Fiber Transport Facilities are available at the rates, terms, and conditions set forth in the applicable BellSouth tariff.

28.3 Line Sharing

28.3.1 General. Line Sharing is defined as the process by which Trinsic provides digital subscriber line service ("xDSL") over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Trinsic using the high frequency spectrum (as defined below) of the Loop.

28.3.2 Line Sharing arrangements in service as of October 1, 2003 will be billed at the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

28.3.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

28.3.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be the full copper loop rate as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

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- 28.3.5 As of October 2, 2006, the rates for Line Sharing arrangements shall be as set forth in Exhibit B to this Amendment.
- 28.3.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Trinsic the ability to provide xDSL data services to the End User for which BellSouth provides voice services.
- 28.3.7 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Trinsic shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.
- 28.3.8 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 28.3.9 BellSouth will provide Loop Modification to Trinsic on an existing Loop for Line Sharing in accordance with procedures as specified in Attachment 2 of this Agreement. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Trinsic requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Trinsic shall pay for the Loop to be restored to its original state.
- 28.3.10 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Trinsic desires to continue providing xDSL service on such Loop, Trinsic or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Trinsic purchases the full stand-alone Loop, Trinsic may elect the type of Loop it will purchase. Trinsic will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in the Parties' Amendment to the Agreement to implement the Georgia

Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U. In the event Trinsic purchases a voice grade Loop, Trinsic acknowledges that such Loop may not remain xDSL compatible.

- 28.3.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 28.3.12 Provisioning of Line Sharing and Splitter Space. BellSouth will provide Trinsic with access to the High Frequency Spectrum as follows:
 - 28.3.12.1 To order High Frequency Spectrum on a particular Loop, Trinsic must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
 - 28.3.12.2 Trinsic may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Trinsic's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
 - 28.3.12.3 Once a splitter is installed on behalf of Trinsic in a central office in which Trinsic is located, Trinsic shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Trinsic shall pay the electronic or manual ordering charges, as set forth in Table 1 of Attachment 1 of the Agreement, as applicable when Trinsic orders High Frequency Spectrum for End User service.
 - 28.3.12.4 Once BellSouth has placed cross-connects on behalf of Trinsic to provide Trinsic access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Trinsic may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Trinsic's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Trinsic access to the High Frequency Spectrum. BellSouth shall bill and Trinsic shall pay the Subsequent Activity charges as set forth in Exhibit B of this Amendment.
- 28.3.13 BellSouth Provided Splitter – Line Sharing. BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Trinsic access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Trinsic's xDSL equipment in Trinsic's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Trinsic with a carrier notification letter, informing Trinsic of change. Trinsic shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports.

- 28.3.14 BellSouth will install the splitter in (i) a common area close to Trinsic's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Trinsic's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Trinsic on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Trinsic DS0 at such time that a Trinsic End User's service is established.
- 28.3.15 CLEC Provided Splitter – Line Sharing. Trinsic may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Trinsic may use such splitters to provide xDSL services to its End Users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 28.3.16 Any splitters installed by Trinsic in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Trinsic may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 28.3.17 Ordering – Line Sharing. Trinsic shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 28.3.18 BellSouth's Local Ordering Handbook (LOH) will provide Trinsic the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 28.3.19 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site.
- 28.3.20 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Trinsic's data.
- 28.3.21 BellSouth will provide Trinsic access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Trinsic shall pay the rates for such services, as described in Exhibit B of this Amendment.
- 28.3.22 Maintenance and Repair - Line Sharing. Trinsic shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Trinsic may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the

End User's premises and the Termination Point. Trinsic will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

- 28.3.23 Trinsic shall inform its End Users to direct data problems to Trinsic, unless both voice and data services are impaired, in which event Trinsic should direct the End Users to contact BellSouth. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 28.3.24 If Trinsic reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, or BellSouth isolates the trouble to the physical collocation arrangement belonging to Trinsic, BellSouth will charge Trinsic for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit B of this Amendment.

271 ELEMENTS - Georgia															Attachment: 1 Table: 1		Incremental	Incremental	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																			
UNBUNDLED EXCHANGE ACCESS LOOP																			
4-WIRE DS1 DIGITAL LOOP																			
										85.97	211.72	72.42	38.20	7.19					
										81.27	211.72	72.42	38.20	7.19					
										128.28	211.72	72.42	38.20	7.19					
COMMINGLING																			
COMMINGLING (Loop as part of a multi-bandwidth commingling arrangement)																			
										85.97	211.72	72.42	38.20	7.19					
										81.27	211.72	72.42	38.20	7.19					
										128.28	211.72	72.42	38.20	7.19					
LINE SHARING																			
NOTE: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:																			
NOTE 2: These line sharing rates are effective October 2, 2006																			
LINE SHARING																			
SPLITTERS-CENTRAL OFFICE BASED																			
							ULS	ULSDA	117.18	243.66	0.00	90.11	0.00						
							ULS	ULSDB	29.30	243.66	0.00	90.11	0.00						
							ULS	ULSD8	9.77	243.66	0.00	90.11	0.00						
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																			
							ULS	ULSDT	6.50	24.53	0.00	12.26	0.00						
							ULS	ULSDS		48.91	17.86	22.87	2.28						
Loop Modification																			
							ULS	ULM2L		29.97									
							ULS	ULMBT		68.11									
MAINTENANCE																			
										80.00	0.00								
										120.00	0.00								
										160.00	0.00								
GA 271																			
										44.04	110.92	80.20	31.33	21.71					
										0.1417									
										440.53	320.16	86.24	66.71	52.76					
										3.11									
										323.53	1,751.51	131.77	112.80	75.81					
										13.47									
										44.04	110.92	80.20	31.33	21.71					
										0.1417									
										440.53	320.16	86.24	66.71	52.76					
										3.11									
										157.48	0.00	0.00	0.00	0.00					
										323.53	1,751.51	131.77	112.80	75.81					
										13.47									
										85.97	209.25	70.37	37.87	6.86					
										81.27	209.25	70.37	37.87	6.86					
										128.28	209.25	70.37	37.87	6.86					
										9.50	27.30	2.90	16.85	1.04					

UNBUNDLED NETWORK ELEMENTS - Georgia											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Table: 1 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
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)										
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	176.96										
	Service Order Charge			9PBDC	9PBSC		11.73									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A GEORGIA

AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL
TELECOMMUNICATIONS, MATRIX TELECOM, INC. D/B/A VARTEC
TELECOM



Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Financial Officer
(Print or Type)Title: Director
(Print or Type)Date: 17 Dec 2014Date: 18 Dec 2014

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel
Telecommunications, Matrix Telecom, Inc. d/b/a
VarTec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T
GEORGIA by AT&T Services, Inc., its authorized
agent

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT

State	CLEC OCN
GEORGIA	0155, 7984, 8058, 398A, 3051

**AMENDMENT TO THE AGREEMENT
BETWEEN
MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS,
MATRIX TELECOM, INC. D/B/A VARTEC TELECOM
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA ("AT&T GEORGIA") and Matrix Telecom, Inc. d/b/a Trinsic Communications ("Matrix"). AT&T GEORGIA and Matrix Telecom, Inc. d/b/a Trinsic Communications are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T GEORGIA and Matrix Telecom, Inc. d/b/a Trinsic Communications are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved May 28, 2003 ("Matrix Agreement");

WHEREAS, AT&T GEORGIA and Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 14, 2003 ("Excel Agreement");

WHEREAS, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a Excel Telecommunications in Georgia, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

WHEREAS, Matrix represents that it has authority to amend the Excel Agreement;

WHEREAS, with Matrix's acquisition of the Excel, Matrix desires to continue to purchase services from AT&T GEORGIA under the Matrix Agreement and seeks to terminate the Excel Agreement;

WHEREAS, AT&T GEORGIA and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T GEORGIA and Matrix agree to amend Matrix's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Excel Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel including all charges previously assessed against Excel's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T GEORGIA charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 0155, 8058, and 398A, starting on and continuing after the Effective Date.
3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc. d/b/a Trinsic Communications" to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."
 - 3.1 AT&T GEORGIA shall reflect that name change from "Comtel Telcom Assets LP d/b/a Excel Telecommunications" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications. AT&T GEORGIA shall not be obligated, whether under

this Amendment or otherwise, to make any other changes to AT&T GEORGIA records with respect to those accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Comtel Telcom Assets LP d/b/a Excel Telecommunications with AT&T GEORGIA for those accounts and the services and items provided and/or billed thereunder or under the Excel Agreement.

3.2 Once this Amendment is effective, Matrix shall operate with AT&T GEORGIA under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed Comtel Telcom Assets LP d/b/a Excel Telecommunications. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."

3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by AT&T GEORGIA on behalf of Matrix, for updating billing accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications.

4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "VRT"

OCN "7984," "8058," and "398A"

5. The Parties agree to add the following definition to the General Terms and Conditions of the Interconnection Agreement:

"AT&T SOUTHEAST REGION 9-STATE" – the AT&T owned ILEC doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

6. The Parties agree to add Exhibit A Inter-carrier Compensation for Wholesale Local Switching as Exhibit A to Attachment 4 of the Agreement.

7. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in AT&T SOUTHEAST REGION 9-STATE as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State of Georgia.

8. The Parties agree to delete and replace in its entirety Section 13 of General Terms and Conditions with the following:

13. Notices

13.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

13.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

13.1.2 delivered by facsimile provided CLEC and/or AT&T GEORGIA has provided such information in Section 13.3 below.

13.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T GEORGIA has provided such information in Section 13.3 below.

13.2 Notices will be deemed given as of the earliest of:

13.2.1 the date of actual receipt;

- 13.2.2 the next Business Day when sent via express delivery service;
- 13.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 13.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 13.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T GEORGIA.

13.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd. Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd. Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	contracts@impacttelecom.com

	AT&T GEORGIA CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 13.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 13. Unless explicitly stated otherwise, any

change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

13.5 AT&T GEORGIA communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

13.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

1.0 Intercarrier Compensation for Wholesale Local Switching Traffic

- 1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 1.2 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
 - 1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
 - 1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
 - 1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
 - 1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
 - 1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - 1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:
 - 1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.
 - 1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
 - 1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
 - 1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office

for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

- 1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
 - 1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
 - 1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
 - 1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0016333			MOU

AT&T Wholesale Amendment

**Amendment to the Agreement
Between
Matrix Telecom, Inc. d/b/a Trinsic Communications
and
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia
dated April 18, 2003**

Pursuant to this Amendment, (the "Amendment"), Matrix Telecom, Inc. d/b/a Trinsic Communications ("Matrix") and BellSouth Telecommunications, Inc. d/b/a AT&T Georgia, hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement").

WHEREAS, on March 2, 2006, the Georgia Public Service Commission (Commission) issued its Order in Docket No. 19341-U (Change of Law Order), Proceeding to Consider Amendments to Interconnection Agreements Between AT&T Georgia and certified Competitive Local Exchange Carriers (CLECs) Due to Changes of Law; and

WHEREAS, on March 10, 2006, the Commission issued its Order Setting Rates Under Section 271 in Docket No. 19341-U (271 Order); and

WHEREAS, on March 24, 2006, the Commission issued its Order on Reconsideration of the March 10, 2006 Order Setting Rates Under Section 271 in Docket No. 19341-U (271 Reconsideration Order); and

WHEREAS, on January 3, 2008, the United States District Court for the Northern District of Georgia issued its Order in BellSouth Telecommunications, Inc., v. The Georgia Public Service Commission, No. 1:06-CV-00162-CC and Competitive Carriers of the South, Inc. v. The Georgia Public Service Commission, No. 1:06-CV-00972-CC (District Court Order), finding portions of the Change of Law Order, the 271 Order and the 271 Reconsideration Order unlawful in that the PSC lacks authority to implement Section 271 or to set rates for facilities and services required under Section 271 of the Act; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it into compliance with the District Court Order; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to delete from the Agreement in its entirety any references to Section 271 elements (Georgia 271 Requirements). The Parties further agree to delete any references in the Agreement to Line Sharing (Line Sharing requirements) generally. Such contract provisions shall no longer apply to services provided in the State of Georgia.
2. The Parties hereby agree to delete any rates for the Georgia 271 elements and Line Sharing and to delete any references to Georgia 271 rates or Line Sharing rates set forth

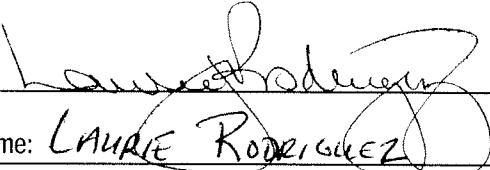
in the Agreement or the Exhibits thereto. Such rates shall no longer apply to services provided in the State of Georgia.

3. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the District Court Order.
4. This Amendment shall be deemed effective on January 3, 2008 ("Effective Date").
5. As soon as practicable after January 3, 2008, AT&T Georgia will identify the Loop and Transport circuits no longer offered pursuant to this Agreement. Matrix within thirty (30) days from receipt of the circuit list from AT&T Georgia, shall submit a Local Service Request (LSR) or spreadsheet(s) to convert such circuits to an equivalent AT&T tariffed service or to disconnect such circuits. For LSRs or spreadsheets submitted by Matrix within such thirty (30) day period, AT&T Georgia will charge the applicable switch-as-is charge set forth in Agreement. If Matrix fails to submit LSRs or spreadsheets to disconnect or convert such circuits within such thirty (30) day period, AT&T Georgia will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge Matrix all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T tariffs. For all transitions that require a physical rearrangement, AT&T Georgia shall charge any applicable nonrecurring installation charges. If no tariff equivalent service exists, AT&T Georgia shall disconnect such circuits, and Matrix shall pay applicable disconnect charges set forth in the Agreement.
6. AT&T Georgia shall not seek to bill applicable access charges for the converted or transitioned circuits for the period prior to January 3, 2008. For Embedded Base Loops or Embedded Base Transport circuits, to the extent the circuit converted/transitioned or disconnected is an Unbundled Network Element (UNE) pursuant to Section 251 of the Act at the time of conversion/transition, AT&T Georgia shall recover from Matrix (1) the difference between the rate previously billed for that circuit and the applicable 271 rate established by the Commission in the 271 Order for the period from March 11, 2006 through January 2, 2008; and (2) the difference between the rate previously billed for that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit. For Loops and Transport circuits ordered and provisioned in an unimpaired wire center as described in the Agreement, on or after March 11, 2005, to the extent the circuit converted/transitioned or disconnected is an UNE pursuant to Section 251 of the Act at the time of conversion/transition, AT&T Georgia shall recover from Matrix (1) the difference between the rate previously billed for that circuit and the applicable 271 rate established by the Commission in the 271 Order for the period from date of installation of such circuit through January 2, 2008, and (2) the difference between the rate previously billed for that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit. To the extent the circuit converted/transitioned is a 271 element at the time of conversion/transition, AT&T Georgia shall recover from Matrix the difference between the rate previously billed for

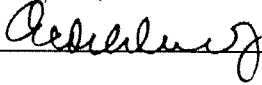
that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit.

7. All of the other provisions of the Agreement shall remain in full force and effect.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Matrix Telecom, Inc. d/b/a Trinsic
Telecommunications

By: 
Name: LAURIE RODRIGUEZ
Title: CFD
Date: 6/24/09

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina, AT&T
South Carolina and AT&T Tennessee by AT&T
Operations, Inc., its authorized agent

By: 
Name: Ed Reed
Title: Director - Interconnection Agreements
Date: 7-2-09

	<u>OCN #</u>	<u>ACNA</u>
GEORGIA	<u>0155</u>	<u>ELZ</u>

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE

AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A MATRIX
BUSINESS TECHNOLOGIES, MATRIX TELECOM, INC. D/B/A
TRINSIC COMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A
MATRIX BUSINESS TECHNOLOGIES ALSO D/B/A TRINSIC
COMMUNICATIONS



Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Financial Officer
(Print or Type)Title: Director
(Print or Type)Date: 15 Dec 2015Date: 15 Dec 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a
Matrix Business Technologies, Matrix Telecom,
Inc. d/b/a Trinsic Communications and Matrix
Telecom, Inc. d/b/a Matrix Business
Technologies also d/b/a Trinsic
Communications

BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T
KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
and AT&T TENNESSEE by AT&T Services, Inc., its
authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,7984,4909	8015,9528	3995
FLORIDA	3051,7984,4909	9454,5674	3840
GEORGIA	3051,7984,4909	398A,8058	0155
KENTUCKY	3051,7984,4909	9851,9357	0327
LOUISIANA	3051,7984,4909	9917,9823	0123
MISSISSIPPI	3051,7984,4909	9798,9393	3327
NORTH CAROLINA	3051,7984,4909	9462,5957	5558
SOUTH CAROLINA	3051,7984,4909	8016,9514	3326
TENNESSEE	3051,7984,4909	170A,9651	5468

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT

AMENDMENT TO THE AGREEMENT BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE

AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS TECHNOLOGIES, MATRIX TELECOM, INC. D/B/A TRINSIC COMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS TECHNOLOGIES ALSO D/B/A TRINSIC COMMUNICATIONS

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Matrix Business Technologies, Matrix Telecom, Inc. d/b/a Trinsic Communications and Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, ("CARRIER"), (a Texas corporation). AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CARRIER are parties to an Interconnection Agreements as shown in Exhibit A under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the Lifeline and Link Up Reform and Modernization et al., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, and the terms and conditions contained herein, and Exhibit A, Exhibit B, Exhibit C and Exhibit D immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. This Amendment replaces certain Operations Support Systems (OSS) – "Regional Rates" attached as Exhibit B to this Amendment.
3. **Lifeline and Link Up Services**
 - 3.1 Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning February 9, 2016
4. **Customer Information Services (CIS)**
 - 4.1 With the exception of Section 4.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 4.2 Add Appendix – Customer Information Services (CIS), attached hereto as Exhibit C, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.
 - 4.3 Add the following provisions to the Attachment for Resale
 - 4.3.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

- 4.3.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 4.3.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- 4.3.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 4.3.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 4.3.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. The Parties agree to replace Section 13 from the Agreement with the following language:

13. Notices

- 13.1 Notices given by CLEC to AT&T-9STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 13.1.1 delivered by electronic mail (email).
 - 13.1.2 delivered by facsimile.
- 13.2 Notices given by AT&T-9STATE to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 13.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 13.4 below.
 - 13.2.2 delivered by facsimile provided CLEC has provided such information in Section 13.4 below.
- 13.3 Notices will be deemed given as of the earliest of:
 - 13.3.1 the date of actual receipt.
 - 13.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

13.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

13.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd. Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelcom.com
	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd. Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	contracts@impacttelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

13.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 13.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

13.6 AT&T-9STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement

6. Conflict between this Amendment and the Agreement

6.1 This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all

incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T Alabama	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	May 6, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Florida	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	July 21, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Georgia	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	May 28, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Kentucky	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	April 25, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Louisiana	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	July 18, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Mississippi	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	July 7, 2003
BellSouth Telecommunications, LLC d/b/a AT&T North Carolina	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	August 11, 2003
BellSouth Telecommunications, LLC d/b/a AT&T South Carolina	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	April 29, 2003
BellSouth Telecommunications, LLC d/b/a AT&T Tennessee	Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	9 State - Interconnection	June 6, 2003

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECE			3.50	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECE			3.50	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.66	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	FL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECEC			3.50	0.00	LSR
7REGSE	FL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECEC			3.50	0.00	LSR
7REGSE	FL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMAN			11.90	0.00	LSR
7REGSE	FL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.83	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	GA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECE			3.50	0.00	LSR
7REGSE	GA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECE			3.50	0.00	LSR
7REGSE	GA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMANE			11.71	0.00	LSR
7REGSE	GA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMANE			6.13	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	KY	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMEK			3.50	0.00	LSR
7REGSE	KY	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMEK			3.50	0.00	LSR
7REGSE	KY	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			7.86	0.00	LSR
7REGSE	KY	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			0.99	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	LA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECE			3.50	0.00	LSR
7REGSE	LA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECE			3.50	0.00	LSR
7REGSE	LA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.20	0.00	LSR
7REGSE	LA	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			15.20	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECE			3.50	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECE			3.50	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.75	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	NC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECE			3.50	0.00	LSR
7REGSE	NC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECE			3.50	0.00	LSR
7REGSE	NC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.20	0.00	LSR
7REGSE	NC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			15.20	0.00	LSR

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
7REGSE	SC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMECH			3.50	0.00	LSR
7REGSE	SC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMECH			3.50	0.00	LSR
7REGSE	SC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.69	0.00	LSR
7REGSE	SC	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR

ATTACHMENT – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.

2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.

2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 “Toll Center Code” means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where technically feasible and/or available, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
 - 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
 - 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
 - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
 - 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
 - 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
 - 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
 - 3.3.6.1 OS Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate

traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person - The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial

recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
 - 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

- 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.
- 4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.
- 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
- 4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

- 5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).
- 5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
- 5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.
- 5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.
- 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.
- 5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:
 - 5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.
 - 5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

- 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
- 5.2.1.2 In the event a telephone service subscriber has a “non-published” listing, a “non-published” classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC’s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

- 5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

- 5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party’s breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE’s DAL information.

5.3.3 Term of DAL Service:

- 5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

- 5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

- 6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.
- 6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

- 6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 6.2.1.2 Listing Information Confidentiality:
 - 6.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
 - 6.2.1.3 Unlisted/Non-Published End Users:
 - 6.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.
 - 6.2.1.4 Additional, Designer and Other Listings:
 - 6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.
- 6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of

the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

6.2.5 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

6.2.6.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions:

- 7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			Minute
6	AL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			call attempt
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Call				1.00			call
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	INWARD OPERATOR SERVICES	Inward Operator Svcs - Verification, Per Minute				1.15			minute
6	GA	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Call				1.00			call
6	KY	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95			call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	LA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			Minute
6	LA	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MS	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	MS	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	NC	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	SC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	SC	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	TN	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND



MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A IMPACT
TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, INC.
D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A
MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC D/B/A
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC
COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A
STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL
COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERITEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATION
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM

Signature: eSigned - Doug FunschName: eSigned - Doug Funsch
(Print or Type)Title: Chief Revenue Officer
(Print or Type)Date: 27 Jun 2017

Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Ameritel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 27 Jun 2017

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,7984	8015,9528	3995
ARKANSAS	3051,4909,7984	9797	5569,9103
CALIFORNIA	3051,4909,7984	243A,9873	0746
FLORIDA	3051,4909,7984	5674,9454	3840

GEORGIA	3051,4909,7984	398A,8058	0155
ILLINOIS	3051,4909,7984	000A,9707	3259
INDIANA	3051,4909,7984	621A,9497	1523
KANSAS	3051,4909,7984	9455	5082,5675
KENTUCKY	3051,4909,7984	9357,9851	0327
LOUISIANA	3051,4909,7984	9823,9917	0123
MICHIGAN	3051,4909,7984	9458,9559	0333
MISSISSIPPI	3051,4909,7984	9393,9798	3327
MISSOURI	3051,4909,7984	3442	0326,5676
NEVADA	3051,4909,7984	9358,9460	2165
NORTH CAROLINA	3051,4909,7984	5957,9462	5558
OHIO	3051,4909,7984	9463,9824	5436
OKLAHOMA	3051,4909,7984	9464	5275,5906
SOUTH CAROLINA	3051,4909,7984	8016,9514	3326
TENNESSEE	3051,4909,7984	170A,9651	5468
TEXAS	3051,4909,7984	2897	3036,5167
WISCONSIN	3051,4909,7984	9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT

**AMENDMENT TO THE AGREEMENT
BETWEEN
MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS, MATRIX
TELECOM, INC. AND D/B/A VARTEC TELECOM
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN**

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 (“FCC Lifeline Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

WHEREAS, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration, and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

WHEREAS, Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom has changed its name to “Matrix Telecom, LLC” in the states of Alabama, California, Georgia, Kansas, Louisiana, Missouri, Nevada, North Carolina, Oklahoma, South Carolina and Wisconsin, to “Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications” in the state of Arkansas, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the states of Florida and Indiana, to “Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Illinois, to “Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Kentucky, to Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies in the state of Tennessee, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Michigan, to “Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom” in the state of

Mississippi, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Ohio and to “Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications in the state of Texas (collectively “Matrix”), and wishes to reflect those name changes as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Interconnection Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services in the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin Only**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.
3. **Intercarrier Compensation in the States of California, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Michigan, Mississippi, Nevada, North Carolina, Ohio, South Carolina, Tennessee, Texas and Wisconsin Only**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
 - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Customer Information Services (CIS)**
 - 5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
 - 5.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC’s End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC’s location and its End Users’ service locations.
 - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6. Name Change

- 6.1 The Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" to "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom".
- 6.2 AT&T shall reflect that name change from "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" to "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom" only for the main billing account (header card) for each of the accounts previously billed to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom". AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 6.3 Once this Amendment is effective, Matrix shall operate with AT&T under the "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with Matrix. Any change in Matrix's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Matrix's name is changing, and no Matrix Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Matrix Name Change under this Section. For any Matrix Name Change, Matrix is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Matrix must submit the appropriate service request to AT&T to update Matrix's name on all applicable billing accounts (BANs), and Matrix is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Matrix desire to change its name on individual circuits and/or End User records, Matrix must submit the appropriate service request(s) to AT&T to update Matrix's name on individual circuits and/or End User records, and Matrix is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

7. The Parties agree to add Resale OCN "4909" to the Agreement for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

8. The Parties agree to terminate the VarTec Telecom, Inc, interconnection agreements for the states of Alabama, Florida, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.
9. Notices in the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin Only
- 9.1 The Parties agree to replace Section N from the Agreement with the following language where N equals 15. In Arkansas and Oklahoma, 29.14 in California, 30.10 in Illinois, Indiana, Michigan, Ohio and Wisconsin, 15.0 in Kansas and Missouri, 17. In Nevada and 19 in Texas:
- N. Notices
- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.1.1 delivered by electronic mail (email).
- N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
- N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
- N.3.1 the date of actual receipt.
- N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Boulevard, Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on

	AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
11. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
12. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

15. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
16. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a	Interconnection	4/25/03

	Telecom	Trinsic Communications d/b/a VarTec Telecom		
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	7/18/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	8/11/03
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec	Matrix Telecom, LLC	Interconnection	10/26/05

	Telecom			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, Inc.	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global	Interconnection	3/26/03

	Telecom	Communications d/b/a Trinsic Communications d/b/a VarTec Telecom		
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Ameritel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/18/02

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches; or
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load - per trunk group				NA	\$800.00	\$800.00	per trunk group
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per state, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per state, per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA	NA	per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA	NA	per work second
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$0.06	NA	NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					N/A	N/A	Flat Rate Discount for Resale
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount for Resale
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUOB		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	NA	NA	Flat Rate Discount for Resale
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	KY	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	LA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge See Tariffs and / or Service Guidebook
6	LA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	MS	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	MS	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU
6	NV	DIRECTORY ASSISTANCE	Directory Assistance, per call				\$0.40	NA		per call
6	NV	DIRECTORY ASSISTANCE	National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Business Category Search (BCS), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Express Call Completion / Directory Assistance Call Completion, per call				0.15	NA		per call
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - Lata-Wide Call Completion - Rate per MOU for each completed ECCS call				\$ 0.0120	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per DA call				\$0.03	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				0.15	NA		call
6	NV	OPERATOR CALL PROCESSING	Operator Assisted Call processing - All Types, per work second				\$0.03	NA		work second
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per OA call				\$0.03	NA		per call
6	NV	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	NV	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				18.05%	N/A	N/A	Flat Rate Discount for Resale
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				18.05%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)							OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA
AND AT&T NORTH CAROLINA

AND

MATRIX TELECOM, LLC



Signature: eSigned - Douglas FunschSignature: eSigned - William BockelmanName: eSigned - Douglas Funsch
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Chief Revenue Officer
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 15 Aug 2017Date: 16 Aug 2017

Matrix Telecom, LLC

BellSouth Telecommunications, LLC d/b/a AT&T
GEORGIA and AT&T NORTH CAROLINA by AT&T
Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
GEORGIA	3051,4909,7984	398A,8058	0155
NORTH CAROLINA	3051,4909,7984	5957,9462	5558

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT

**AMENDMENT TO THE AGREEMENT
BETWEEN
MATRIX TELECOM, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA AND AT&T NORTH CAROLINA**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to remove certain rates and associated USOCs as specified below:
 - 2.1 For Georgia - OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only Per First 1000 Orders Per Month – USOC SOMGA
 - 2.2 For North Carolina – Service Order Submitted Electronic LSR – USOC SOMNC
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Georgia and North Carolina: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC	Interconnection	8/11/03

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC



TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A
TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX
TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM
D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC
D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A/ TRINSIC
COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A
STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL
COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM

Signature: eSigned - Douglas FunschSignature: eSigned - William BockelmanName: eSigned - Douglas Funsch
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Chief Revenue Officer
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 26 Sep 2017Date: 26 Sep 2017

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,7984, 778B	8015,9528, 230D	3995
ARKANSAS	3051,4909,7984, 778B	9797, 044E	5569,9103
CALIFORNIA	3051,4909,7984, 778B	243A, 9873, 864C	0746, 7379
FLORIDA	3051,4909,7984, 778B	5674,9454, 839B	3840
GEORGIA	3051,4909,7984, 778B	398A, 8058, 433C	0155
ILLINOIS	3051,4909,7984, 778B	000A,9707, 025C	3259
INDIANA	3051,4909,7984, 778B	621A, 9497, 251C	1523
KANSAS	3051,4909,7984, 778B	9455, 520D	5082,5675
KENTUCKY	3051,4909,7984, 778B	9357,9851, 939B	0327
LOUISIANA	3051,4909,7984, 778B	9823,9917, 232E	0123
MICHIGAN	3051,4909,7984, 778B	9458,9559, 841B	0333
MISSISSIPPI	3051,4909,7984, 778B	9393,9798, 941B	3327
MISSOURI	3051,4909,7984, 778B	3442. 236D	0326,5676
NEVADA	3051,4909,7984, 778B	9358,9460, 237D	2165, 2817
NORTH CAROLINA	3051,4909,7984, 778B	5957,9462, 945D	5558
OHIO	3051,4909,7984, 778B	9463,9824, 943B	5436
OKLAHOMA	3051, 778B	783D	5275
SOUTH CAROLINA	3051,4909,7984, 778B	8016,9514, 362D	3326
TENNESSEE	3051,4909,7984, 778B	170A,9651, 784D	5468
TEXAS	3051,4909,7984, 778B	2897, 600C	3036,5167, 129G, 7715
WISCONSIN	3051,4909,7984, 778B	9175,9800, 844B	2133

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

Matrix

WHEREAS, Matrix represents that it acquired the assets of TNCI Operating Company LLC (“TNCI”) in the states of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin including those associated with TNCI’s ACNA and OCNs.

WHEREAS, with Matrix’s acquisition of TNCI, Matrix desires to continue to purchase services from AT&T-21 STATE under the Agreements as shown in the attached Exhibit A and seeks to terminate the TNCI Interconnection Agreements.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Exhibits immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The TNCI Interconnection Agreements shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of TNCI including all charges previously assessed against TNCI’s ACNA and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T-21 STATE charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA RNA and the state specific OCNs as depicted in the matrix below starting on and continuing after the Effective Date.

STATE	OCN CLASS	OCN
All 21	RESALE	778B
Alabama	ULEC	230D
Arkansas	ULEC	044E
California	CLEC	7379
	ULEC	864C
Florida	ULEC	839B
Georgia	ULEC	433C
Illinois	ULEC	025C
Indiana	ULEC	251C
Kansas	ULEC	520D
Kentucky	ULEC	939B
Louisiana	ULEC	232E
Michigan	ULEC	841B
Mississippi	ULEC	941B
Missouri	ULEC	236D
Nevada	ULEC	237D
	CLEC	2817
North Carolina	ULEC	945D
Ohio	ULEC	943B
Oklahoma	ULEC	783D
South Carolina	ULEC	362D
Tennessee	ULEC	784D

Texas	CLEC	129G
	CLEC	7715
	ULEC	600C
Wisconsin	ULEC	844B

3. Notwithstanding any provision or interpretation of the Agreement, Matrix certifies that it will be operating under and submitting its orders with the additional Access Customer Name Abbreviation ("ACNA") of "RNA", which has been issued by iconectiv, and the additional Operating Company Numbers ("OCNs") of "025C, 044E, 129G, 230D, 232E, 236D, 237D, 251C, 2817, 362D, 433C, 520D, 600C, 7715, 7379, 778B, 783D, 784D, 839B, 841B, 844B, 864C, 939B, 941B, 943B and 945D", which have been issued by National Exchange Carrier Association Inc ("NECA") for Matrix. Matrix also certifies and represents that it is duly authorized to use the ACNA listed above, and that all charges due under this Agreement for orders submitted by Matrix using this ACNA will be the responsibility of Matrix. Matrix shall provide the ACNA via the CLEC Profile within thirty (30) calendar days of the Effective Date. Matrix shall provide the Access Service Requests (ASRs) or Local Service Requests (LSRs), as required, to update the ACNA within thirty (30) calendar days of the Effective Date. Matrix shall not order products or services under this Agreement utilizing the ACNA listed above until both (a) the CLEC Profile is in "Completed" status for the addition of the new ACNA listed above, and (b) Matrix has submitted ASRs or LSRs and they have successfully posted as set forth in this Section.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	4/25/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC	Interconnection	7/17/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC	Interconnection	8/11/03

AT&T ILEC ("AT&T")	CARRIER New Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a/ Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/26/03
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Interconnection	4/18/02

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX



TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A
VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX
BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM,
MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM,
MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS,
MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC
TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL
EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM

Signature: eSigned - Charles GriffinSignature: eSigned - William BockelmanName: eSigned - Charles Griffin

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: CEO & President

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 06 Nov 2018Date: 06 Nov 2018

Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Excel Communications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a PHONE SAVE d/b/a Trinsic Communications d/b/a Vartec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,778B,7984	230D,8015,9528	3995
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CALIFORNIA	3051,4909,778B,7984	243A,864C,9873	0746
FLORIDA	3051,4909,778B,7984	5674,839B,9454	3840
GEORGIA	3051,4909,778B,7984	398A,433C,8058	0155
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
INDIANA	3051,4909,7984	621A,9497	1523
KANSAS	3051,4909,778B,7984	520D,9455	5082,5675
KENTUCKY	3051,4909,778B,7984	232E,9357,9851	0327
LOUISIANA	3051,4909,778B,7984	232E,9823,9917	0123
MICHIGAN	3051,4909,778B,7984	841B,9458,9559	0333
MISSOURI	3051,4909,778B,7984	236D,3442	0326,5676
NEVADA	3051,4909,778B,7984	237D,9358,9460	2165
NORTH CAROLINA	3051,4909,778B,7984	5957,945D,9462	5558
OHIO	3051,4909,778B,7984	943B,9463,9824	5436
OKLAHOMA	3051,4909,778B,7984	783D,9464	5275,5906
SOUTH CAROLINA	3051,4909,778B,7984	362D,8016,9514	3326
TENNESSEE	3051,4909,778B,7984	170A,784D,9651	5468
TEXAS	3051,4909,778B,7984	2897,600C	3036,5167
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA

AMENDMENT TO THE AGREEMENT BETWEEN

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

WHEREAS, CLEC has changed its legal name and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from CLEC's Previous Legal Name to CLEC's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change from CLEC's Previous Legal Name to "CLEC's New Legal Name" only for the main billing account (header card) for each of the accounts previously billed to CLEC's Previous Legal Name. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under CLEC's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC's New Legal Name and labeling (including re-labeling) equipment and facilities with CLEC's New Legal Name. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. For the State of Wisconsin, the Parties agree replace Section 33.11.1 from Article XXXIII (OSS) -Operations Support Systems of the Agreement with the following language:

33.11 Data Connection Security Requirements

33.11.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

33.11.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

6. For the State of Texas, the Parties agree to replace Section 8.1 from Appendix XIV Operations Support System (OSS) of the Agreement with the following language:

8. Data Connection Security Requirements

8.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 8 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

8.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

7. For the State of California, the Parties agree to replace Section 1.10 from the Appendix OSS – Resale & UNE with the following language:

1.10 **Data Connection Security Requirements.** CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 1 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

1.11 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

8. For the States of Kansas, Missouri, Nevada, Oklahoma, Arkansas, the Parties agree to replace Section 9.1 from the OSS – Operations Support Systems Attachment in the Kansas Agreement, Section 9.1 from the OSS Resale & UNE Appendix in the Nevada Agreement, Section 9.1 from Access to Operations Support System (OSS) in the Arkansas, Missouri and Oklahoma Agreements, with the following language:

9.0 **Data Connection Security Requirements**

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

9. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add the following language:

OSS.1 **Data Connection Security Requirements**

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

10. For the States of Indiana, Michigan, Ohio, the Parties agree to add the following language to Article XXXIII Operational Support Systems in the Agreement:

OSS.1 **Data Connection Security Requirements**

- OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

11. For the State of Illinois, the Parties agree to add the following language to Schedule 9.2.6 Operations Support Systems Functions in the Agreement:

4.0 Data Connection Security Requirements

- 4.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 4 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- 4.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

12. The Parties agree to replace Section N from the Agreements with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
 - N.3.1 the date of actual receipt.
 - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Boulevard., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

13. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or

provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

14. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
18. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC		Interconnection Agreement	5/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	7/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications	Interconnection Agreement	5/28/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/25/2003
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC d/b/a Matrix Business Technologies also d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	3/7/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC		Interconnection Agreement	8/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC d/b/a Matrix Business Technologies	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/29/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Matrix Telecom, LLC	Interconnection Agreement	6/2/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	8/9/2000
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection Agreement	1/23/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	3/26/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom			
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	3/10/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA,	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Interconnection Agreement	10/11/2003
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Matrix Telecom, LLC	Interconnection Agreement	4/3/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	10/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec	Interconnection Agreement	8/22/2005

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Telecom		
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	1/24/2007
Southwestern Bell Telephone Company d/b/a and AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/14/2003

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL COMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A EXCEL TELECOMMUNICATIONS D/B/A LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC



COMMUNICATIONS D/B/A STARTEC D/B/A VARTEC TELECOM;
MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS
D/B/A D/B/A LINGOCOMM D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A
VARTEC TELECOM; MATRIX TELECOM, INC. D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A LINGO
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A
TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX
TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS; MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A LINGO D/B/A VARTEC
TELECOM; MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A
VARTEC TELECOM D/B/A EXCEL TELECOMMUNICATIONS AND
LINGO; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A LINGO D/B/A MATRIX BUSINESS
TECHNOLOGIES COMMUNICATIONS D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A LINGOCOMM D/B/A
MATRIX BUSINESS TECHNOLOGIES COMMUNICATIONS D/B/A
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A EXCEL
TELECOMMUNICATIONS D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A VARTEC TELECOM; MATRIX TELECOM,
INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC

**COMMUNICATIONS D/B/A LINGOCOMM; MATRIX TELECOM, LLC
D/B/A LINGO; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A
LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE
SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC
TELECOM**

Signature: eSigned - Chuck Griffin Signature: eSigned - Kristen Shore Name: eSigned - Chuck Griffin
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: CEO
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 09 Sep 2020 Date: 09 Sep 2020

Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a Vartec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Communications d/b/a Impact Telecom d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Americatel d/b/a Excel Telecommunications d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Startec d/b/a Vartec Telecom; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a d/b/a Lingocomm d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

Communications d/b/a VarTec Telecom; Matrix
 Telecom, Inc. d/b/a Clear Choice Communications
 d/b/a Excel Telecommunications d/b/a Impact
 Telecom d/b/a Lingo d/b/a Matrix Business
 Technologies d/b/a Startec d/b/a Trinsic
 Communications d/b/a VarTec Telecom; Matrix
 Telecom, LLC d/b/a Trinsic Communications; Matrix
 Telecom, LLC d/b/a Clear Choice Communications
 d/b/a Excel Telecommunications d/b/a Lingo d/b/a
 VarTec Telecom; Matrix Telecom, LLC d/b/a Matrix
 Business Technologies d/b/a Trinsic
 Communications d/b/a VarTec Telecom d/b/a Excel
 Telecommunications and Lingo; Matrix Telecom,
 LLC d/b/a Clear Choice Communications d/b/a Excel
 Telecommunications d/b/a Impact Telecom d/b/a
 Lingo d/b/a Matrix Business Technologies
 Communications d/b/a Trinsic Communications d/b/a
 VarTec Telecom; Matrix Telecom, LLC d/b/a Clear
 Choice Communications d/b/a Excel
 Telecommunications d/b/a Lingocomm d/b/a Matrix
 Business Technologies Communications d/b/a
 VarTec Telecom; Matrix Telecom, LLC d/b/a Excel
 Telecommunications d/b/a Matrix Business
 Technologies d/b/a VarTec Telecom; Matrix Telecom,
 Inc. d/b/a Matrix Business Technologies d/b/a Trinsic
 Communications d/b/a LINGOCOMM; Matrix
 Telecom, LLC d/b/a Lingo; Matrix Telecom, LLC d/b/a
 Clear Choice Communications d/b/a Excel
 Telecommunications d/b/a International Exchange
 Communications Inc. d/b/a Lingo d/b/a Matrix
 Business Technologies d/b/a Phone Save d/b/a
 Trinsic Communications d/b/a VarTec Telecom

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,778B,7984	230D,8015,9528	3995
ARKANSAS	3051,4909,778B,7984	044E,9797	5569,9103
CALIFORNIA	3051,4909,778B,7984	243A,864C,9873	0746
FLORIDA	3051,4909,778B,7984	5674,839B,9454	3840
GEORGIA	3051,4909,778B,7984	398A,433C,8058	0155
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
INDIANA	3051,4909,778B,7984	251C,621A,9497	1523
KANSAS	3051,4909,778B,7984	520D,9455	5082,5675
KENTUCKY	3051,4909,778B,7984	939B,9357,9851	0327
LOUISIANA	3051,4909,778B,7984	232E,9823,9917	0123

MICHIGAN	3051,4909,778B,7984	841B,9458,9559	0333
MISSISSIPPI	3051,4909,778B,7984	9393,941B,9798	3327
MISSOURI	3051,4909,778B,7984	236D,3442	0326,5676
NEVADA	3051,4909,778B,7984	237D,9358,9460	2165
NORTH CAROLINA	3051,4909,778B,7984	5957,945D,9462	5558
OHIO	3051,4909,778B,7984	943B,9463,9824	5436
OKLAHOMA	3051,4909,778B,7984	783D,9464	5275,5906
SOUTH CAROLINA	3051,4909,778B,7984	362D,8016,9514	3326
TENNESSEE	3051,4909,778B,7984	170A,784D,9651	5468
TEXAS	3051,4909,778B,7984	2897,600C	3036,5167
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT,RNA

AMENDMENT TO THE AGREEMENT**BETWEEN**

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the “Amendment”) amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit B.

WHEREAS, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit B, under Sections 251 and 252 of the Communications Act of 1934 as amended (the “Act”) and as subsequently amended (the “Agreement”); and

WHEREAS, CLEC has updated its notice contact information and changed its name and wishes to reflect those changes as set forth herein; and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 (“FCC UNE and Resale Forbearance Order”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name”.
3. AT&T shall reflect that name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” only for the main billing account (header card) for each of the accounts previously billed to CLEC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under “CLEC’s New Legal Name” for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC’s New Legal Name, and labeling (including re-labeling) equipment and facilities with CLEC’s New Legal Name. Any change in CLEC’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only CLEC’s name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC’s name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC’s name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. CLEC desires to update its notices contact info as listed below:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	400 E. Las Colinas Boulevard, Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750

EMAIL ADDRESS	Alex.Valencia@lingo.com

6. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
6. Add Attachment - 251(b)(1) Resale to the Agreement.
7. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
8. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
 - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special

Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

- iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
9. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
 10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
 11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 13. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
 14. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 **INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 **GENERAL PROVISIONS**

- 2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User's existing location;
 - (iii) both as of the time of that service's grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
 - (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCB A	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBF	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAS	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Subsequent Order	EE7JX, EE7KX, EE7LX	NKCAT	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAU	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR manual, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAV	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCB A	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB B	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB C	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB D	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB E	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB F	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB G	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB H	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB J	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB K	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCBL	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCBM	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCBN	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS1 to Voice, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX	NKCBT	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX	NKCBU	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, Install	EE7MX	NKCBV	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, Collocated, Add'l, Disconnect	EE7MX	NKCBW	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
KY	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4 [DISCONNECT]	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4 [DISCONNECT]	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
MS	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE71+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE71+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 1			1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 2			2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 3			3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 1	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 2	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 3	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	CCDSO	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AEE1S	
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 4-wire		C2CB4	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 1	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 2	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 3	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 1		UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 2		UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 3		UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 1	B1L++, R1L++, LK1, L56++, L2DC	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 2	B1L++, R1L++, LK1, L56++, L2DC	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 3	B1L++, R1L++, LK1, L56++, L2DC	UXRA5	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 1	BDL++	UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 2	BDL++	UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 3	BDL++	UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX15	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1S	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3S	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX82	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX18	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (CESAR/LEX - Simple)			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - DS3 to Collocation - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - D366DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�)	UEA	SOMAN	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES L)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	SOMAN	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit B

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC		Interconnection Agreement	5/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a Vartec Telecom	Interconnection Agreement	7/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Communications d/b/a Impact Telecom d/b/a Trinsic Communications	Interconnection Agreement	5/28/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Excel Telecommunications d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a	Interconnection Agreement	4/25/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Startec d/b/a Vartec Telecom		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a d/b/a Lingocomm d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom,	Interconnection Agreement	7/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a ExcelTelecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection Agreement	7/7/2003
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC		Interconnection Agreement	8/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	4/29/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC		Interconnection Agreement	6/2/2003
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo	Interconnection Agreement	8/9/2000

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC		Interconnection Agreement	1/23/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC		Interconnection Agreement	3/26/2003
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Lingo d/b/a VarTec Telecom	Interconnection Agreement	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Excel Telecommunications and Lingo	Interconnection Agreement	3/10/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies	Interconnection Agreement	10/11/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Communications d/b/a Trinsic Communications d/b/a VarTec Telecom		
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Lingocomm d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Interconnection Agreement	4/3/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC d/b/a Trinsic Communications		Interconnection Agreement	10/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec Telecom		Interconnection Agreement	8/22/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, Inc. d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a LINGOCOMM	Interconnection Agreement	1/24/2007
Southwestern Bell Telephone Company d/b/a and AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Lingo	Interconnection Agreement	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel	Interconnection Agreement	4/14/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom	Telecommunications d/b/a International Exchange Communications Inc. d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom		



AT&T Wholesale
M41654@att.com

VIA ELECTRONIC MAIL

November 18, 2020

Alex Valencia
Vice President, Government Affairs & Compliance
Matrix Telecom, Inc.; Matrix Telecom, LLC
433 E. Las Colinas Boulevard, Suite 500
Irving, TX 75039

Re: Correction to Operator Call Processing rates for the Local Wholesale Complete Commercial ("LWC") Agreement ("LWC Agreement") between Matrix Telecom, Inc.; Matrix Telecom, LLC (Matrix Telecom) and BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T")

Dear Alex Valencia:

AT&T is sending Notice of a change affecting its Local Wholesale Complete ("LWC") Operator Call Processing rates. The Price Sheet associated with your recent LWC extension amendment may have shown a change in the per unit price associated with Operator Call Processing rates. Please be advised, that the rate associated with the factors below will not change. The rate will remain at your previously contracted rate, which is:

LWC	OPERATOR CALL PROCESSING	Operated Services-Fully Automated Call Processing (Per Completed automated call)	\$0.15	Per completed call
LWC	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)	\$0.03	Per work second

Should you have any questions or need further information, please contact your assigned AT&T Negotiator Patrick McArthur at (214) 208-5795 or pm0351@us.att.com.

AT&T values Matrix Telecom as a customer and looks forward to continuing to serve Matrix Telecom's business needs.

Sincerely,

Notices Manager